☐	Consent
☒	Action
☐	Information

PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES **Meeting Date: 9/8/15**
AGENDA ITEM REQUEST

AREA: Instruction
RESOLUTION TITLE: Consulting Agreement with Farmworker Institute for Education and Leadership Development (FIELD)

BACKGROUND:
Palo Verde College has worked with FIELD in providing services for English as a Second Language (ESL) outside our district boundaries for a number of years. The agreement allows FIELD to offer approved Palo Verde ESL courses to participants of their programs. The agreement allows Palo Verde College to claim apportionment for those FIELD participants whom register for the ESL courses.

FISCAL IMPLICATIONS:
District reimburses FIELD at a rate of $3.30 per eligible noncredit contact hour. Instructional reimbursement is limited to 300 FTES.

RECOMMENDATION:
Be it resolved that Palo Verde Community College Board of Trustees ratifies the Instructional Service Agreement with Farmworker Institute for Educational and Leadership Development to provide instructional and other services for English as a Second Language. The contract will be effective July 1, 2015 through June 30, 2016. Contract not to exceed 300 FTES.

Recommend approval.

Administrator Initiating Item:	College Council/Full Admin Review Date:
Dr. Sean Hancock	

INSTRUCTIONAL SERVICE AGREEMENT

Between
Palo Verde Community College District
and
Farmworker Institute for Education and Leadership Development
(FIELD)

THIS AGREEMENT is made and entered into by and between the Palo Verde Community College District (DISTRICT) and the Farmworker Institute for Education and Leadership Development ("FIELD").

Authority, Purpose and Scope This Agreement is entered into pursuant to Education Code Section 70902 and applicable regulations adopted by the Board of Governors of the California Community Colleges and relates to the provision of instruction and other services by FIELD from July 1, 2015 to June 30, 2016 under this Instructional Services Agreement (Agreement).

1. This Agreement shall take effect only after the DISTRICT receives written confirmation from an affected high school or community college district that the terms of section 55301 of Title 5 of the California Code of Regulations have been met so as to allow DISTRICT to establish courses outside of its boundaries.

2. Instructional Services to be Provided
   FIELD will provide instructional and other services for English as a Second Language as follows and as described below. DISTRICT is responsible for the educational program described in this Agreement.

   a. The DISTRICT courses that are the subject of this Agreement have obtained all applicable approvals and are described in Attachment A hereto which is incorporated herein by reference. DISTRICT will not be required to offer courses pursuant to this Agreement if a sufficient number of students, as determined by DISTRICT, do not enroll in the courses. Either FIELD or DISTRICT can cancel a class when fewer than 15 students are enrolled as of census.

   b. FIELD will provide outreach and recruitment, assessment, student follow-up and orientation services to students in the English as a Second Language programs covered by this agreement. DISTRICT will provide training for FIELD staff in how to conduct assessment and will provide all necessary materials for the assessment process. DISTRICT and FIELD will jointly conduct an orientation for the students involved in this program. Nothing in this section or elsewhere in this Agreement requires DISTRICT employees to travel to any instructional site outside of DISTRICT boundaries.

   c. DISTRICT will provide administrative and academic supervision for instruction carried out by FIELD employees and record keeping and other administrative services pertaining to the granting of college credit to students enrolled in the classes. DISTRICT will provide staff from the college's enrollment service office to assist and train FIELD staff in the completing of necessary student application forms. All completed applications will be submitted directly to and reviewed by the enrollment services office at DISTRICT. DISTRICT will provide counseling services and other appropriate ancillary and student support services to the students in these programs.

1) For DISTRICT'S English as a Second Language curriculum, FIELD will provide the services of qualified instructors as determined by DISTRICT, administrative supervision for that instruction, record keeping and other administrative services pertaining to students enrolled in the classes, and subject area experts as guest speakers.

2) All classes offered under this Agreement by FIELD shall be fully open to enrollment and participation by any person who has been admitted to the college and who meets such prerequisites as may be established pursuant to Title 5 of the California Code of Regulations. The District's policy on open enrollment is published in its catalog and class schedules which also describe approved courses and whether courses are offered for credit and transferable. Courses offered under this Agreement shall be advertised to the public. Supervision and evaluation of students will be provided by qualified instructors.

3) FIELD will provide adequate documentation verifying that instructors satisfy minimum qualifications or equivalencies for instructing the course(s). For instructors who do not meet minimum qualifications, as specifically stated in the January 2012 State handbook "Minimum Qualifications for Faculty and Administrators in California Community Colleges" or the most recent version thereof but who have submitted education and/or experience which can be used to establish that equivalencies to minimum qualifications have been met, DISTRICT will determine whether an individual possesses equivalencies. Equivalency determinations must be made in favor of a given individual before that individual is permitted to commence instruction in a DISTRICT course.

4) Prior to the commencement of instruction, each instructor of the referenced course(s) shall enter into a written agreement with DISTRICT in accordance with Title 5, Section 58058 (b) of the California Code of Regulations, a copy of which is attached as Attachment B and is incorporated herein by reference. FIELD has reviewed and approves the instructor agreement and is bound by any provisions of that Agreement that require FIELD activities. FIELD shall assure applicable provisions of Title 5 are followed in the conduct of the course(s). DISTRICT has the primary right to control, direct, and evaluate the activities of the instructor(s) furnished by FIELD during the term of the contract. DISTRICT shall furnish the instructor's provided by FIELD with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading rosters and procedures necessary to implement DISTRICT courses.

5) FIELD agrees that its employees who serve as instructors under this Agreement are employees of FIELD, and shall be deemed employees of DISTRICT for the sole purposes of, and in accordance with, section 58058(b) of Title 5. FIELD agrees that its employees who serve as instructors under this Agreement shall receive no compensation or benefits from DISTRICT and may be terminated from their role as instructors by DISTRICT at any time and for any reason whatsoever and without cause.

FIELD employees who serve as course instructors shall use DISTRICT attendance, grading, and student learning outcomes forms in recording attendance, progress, student learning outcomes assessment, and grades in accordance with DISTRICT procedures and shall ensure that students who are enrolled in DISTRICT courses are engaged in appropriate educational activities and held to an appropriate level of academic rigor.

6) FIELD shall ensure that its employees who serve as course instructors or who otherwise have access to student information, maintain the confidentiality of student education records in accordance with federal and state law. FIELD shall refer all inquiries regarding student information to the DISTRICT'S Enrollment Services Office. FIELD shall return all student education records to DISTRICT within seven (7) days of the conclusion of each course covered by this Agreement or sooner if requested by DISTRICT.

7) FIELD shall ensure that its employees satisfy all applicable provisions of Title 5 of the California Code of Regulations that require the instructor to provide immediate supervision and control of students in the conduct of District courses.

8) Students enrolled in the referenced course(s) shall pay appropriate enrollment and other fees and nonresident tuition (if applicable) as required by the laws of the State of California. FIELD shall be responsible for collecting all applicable student fees that are not paid directly to DISTRICT and for ensuring DISTRICT receives student fees collected by FIELD. All students must be enrolled no later than the last day for enrollment as determined by DISTRICT. FIELD shall work with DISTRICT to clear the rolls of inactive enrollment in accordance with Section 58004 of Title 5 of the California Code of Regulations and DISTRICT census procedures. Students may withdraw from the class prior to completion and shall receive grades or non-evaluative symbols regarding their withdrawals in accordance with DISTRICT procedures. The last day to qualify for an enrollment fee/tuition refund is based upon the length of the course and is determined by DISTRICT. The DISTRICT enrollment services office will inform FIELD of these dates once a class is scheduled.

d. The services specified above will be provided primarily at the FIELD facilities or at other locations mutually agreed to by DISTRICT and FIELD. FIELD shall ensure that any facilities where instruction is provided are clearly identified as being open to the public and that such facilities meet all applicable safety and health regulations. FIELD shall ensure that it provides equipment and/or instructional materials that are adequate and suitable for the courses and the numbers of students in attendance.

3. Indemnification

To the fullest extent permitted by law, FIELD shall defend, indemnify, and hold harmless DISTRICT, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of FIELD, its agents, employees, or any tier of FIELD'S subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.

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

4. Insurance
DISTRICT and FIELD shall each maintain insurance against liability for personal injury in an amount of not less than $1,000,000 per occurrence and $3,000,000 aggregate during the course of this Agreement. Each policy shall include the other party as additional insured. "Additional insured" for purposes of FIELD's policy protecting DISTRICT shall include the DISTRICT, its Board of Trustees, its employees and agents.

5. Reimbursement for Services, Facilities and Equipment
DISTRICT agrees to reimburse FIELD for the use of its resources and staff as follows:

   a. DISTRICT will reimburse FIELD at a rate of $3.30 per California community college eligible non-credit contact hour generated by enrollment in the ESL classes. Instructors will keep detailed daily attendance records for all students.

   b. FIELD will invoice DISTRICT at the completion of each class or monthly for classes offered over an extended period. Final payment will be made only after student attendance and completion records are verified by the DISTRICT Director of Enrollment Services and when all students and class records have been properly completed and submitted to DISTRICT.

   c. Instructional reimbursement is limited to 300 FTES. Payment will be based upon above described non-credit rates according to subsection (a) above. This payment is the only reimbursement that will be provided by DISTRICT unless an amendment to this contract is agreed in writing by both parties for offering credit ESL courses.

   d. The parties agree to provide a $10,000 advance to FIELD, upon receipt of invoice, in order to assist with the typical annual startup costs and expansion. District and FIELD agree to deduct $2,500.00 of the advance from each invoice submitted by FIELD for the first four (4) sessions until the amount of the advance (i.e., $10,000) is fully reduced.

6. Notices
The addresses for delivery of any notice required under this agreement are as follows:

Vice President of Instruction and Student Services
Palo Verde Community College District
One College Drive
Blythe, California 92225

Farmworker Institute of Education and Leadership Development
410 West J Street, Suite A
Tehachapi, CA 93561

7. Termination
Either party may terminate this agreement by giving a 30-day notice of intent to terminate to the other party. Termination will not be effective until all the courses in process on the date the notice is given have been completed. If either party needs to reduce the total FTES completed in the contract year, it can only be reduced 50% for the subsequent session.

8. Certifications
FIELD certifies that it is not funded by any other sources to deliver this instruction for these ESL and Basic Skills courses

DISTRICT certifies that it does not receive full compensation for the direct education costs of any course covered by this Agreement from any public or private agency, individual or group.

9. Nondiscrimination
FIELD shall not discriminate on the basis of ethnic group identification, race, color, national origin, religion, sex (including sexual harassment) or gender, gender identity, gender expression, sexual orientation, genetic information, handicap (or disability), medical condition, ancestry or age in any of its policies, procedures, or practices, in compliance with Title VI of the Civil Rights Act of 1964 pertaining to race, color and national origin and Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973 and the American Disabilities Act, pertaining to disabilities and the Age Discrimination Act of 1975, pertaining to age. FIELD shall not discriminate against any person on the basis of any of the above characteristics, or because he/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. Limited English language skills will not be a barrier to admission to and participation in vocational education programs.

10. Authority
Each person signing below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

11. Waivers
No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

12. Severability
If any of the provisions of this Agreement are found to be, or become contrary to state or federal law, all other provisions shall remain in effect.

13. Applicable Law and Venue
This Agreement shall be interpreted according to the law of the State of California. Venue for all litigation related to this Agreement shall be in Riverside County, California.

Executed in Blythe, California on the date shown below:

Farmworker Institute of Education And Leadership Development	Palo Verde Community College District
BY:_____	BY:_____
DATE:_____	DATE:_____

ATTACHMENT A

Title of the course offerings with course hours that are subject to this Agreement:

Non-credit Courses:
ABE 081 – ESL ENTRY LEVEL II
ABE 090 – ESL ENTRY LEVEL I

See course outline of records for course details. The above list may change through mutual agreement of DISTRICT and FIELD.