

---

**Instructional Service Agreement**  
**July 1, 2023-June 30, 2026**

The purpose of this Agreement is to provide educational services for students and to meet community needs. Each section below must be completed to establish the responsibilities of Victor Valley College and the District in this partnership:

1. This Agreement between Victor Valley College, herein referred to as "COLLEGE", and the Encore School for the Arts, herein referred to as "DISTRICT," sets forth the terms and conditions under which the DISTRICT will administer and teach a COLLEGE course(s) as per the regulations and procedures in effect at the COLLEGE.
2. The COLLEGE may select instructors from DISTRICT personnel. DISTRICT personnel selected to be instructors remain, employees of the DISTRICT, subject to the authority of the DISTRICT. Instructors will also be subject to the authority of COLLEGE, specifically concerning their duties as instructors.
3. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement or otherwise provide services on a DISTRICT site.
4. The instructor will supply documentation required to verify that they satisfy the minimum qualifications for instructing the course(s) and will be approved by the appropriate department/division. For instructors who do not meet minimum qualifications, as specifically stated in the current handbook, "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as determined by the CA Board of Governors, but who have submitted education and/or experience which can be used to establish that minimum qualifications have been met. The COLLEGE will review and make final recommendations.
5. Prior to teaching, faculty provided by the DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
6. Faculty provided by the DISTRICT will participate in professional activities sponsored by the COLLEGE as required by the terms and conditions of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to, the following: address course content, course delivery, assessment, evaluation, and research and development in the field.
7. Faculty performance shall be evaluated using the adopted evaluation process and standards for faculty of the COLLEGE.
8. The instructor of the referenced course(s) shall enter into a written contract with COLLEGE in accordance with Title 5, Section 58058 (b) of the California Code of Regulations. DISTRICT shall assure applicable provisions of Title 5 are followed in the conduct of the class. The COLLEGE has the primary

right to control, direct, and evaluate the activities of the instructor(s) furnished by the DISTRICT during the contract term.

9. DISTRICT shall administer the course(s), assist with registering students, maintain accurate student and class records, and promptly submit related records to the COLLEGE Admissions & Records office in compliance with COLLEGE policies and procedures. The DISTRICT shall supply each student with information describing the course in which he/she is enrolled, including information on the attendance requirements. The COLLEGE Admissions Office must receive registration forms for each period before the first day of class. Any student who wishes to register after the established add period will be required to petition Admissions & Records for permission to register. Petitions are available at the A&R Office or online. The "Late Add Petition" form is to be completed by the student and the instructor.

10. Instructors must submit final grades no later than two weeks after the last class. It is the instructor's responsibility to keep class records justifying grades entered

11. The COLLEGE shall pay the DISTRICT for instruction costs based on the per-hour rate for part-time instructors for the required college instructional time after the completion of each semester. Payment will be initiated after the COLLEGE Office of Admissions verifies student completion and when the instructors have correctly completed and submitted final class grades. After verification that the final grades have been submitted and confirmation of the number of student completions, payment will be made within four to six weeks. This payment is the only reimbursement/financial support that COLLEGE will provide. Courses must maintain a minimum of 20 students to seek reimbursement from COLLEGE. If a class does not maintain the minimum number of students, the DISTRICT will only be reimbursed 50%.

12. The COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the courses(s) comply with current requirements for dual enrollment under applicable California law.

---

13. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. (o)(2)

14. The COLLEGE 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 for apportionment. Sec. (r)

15. The attendance of a high school pupil at a community college as a special part-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs. and Title 5.

16. Either party may cancel this Agreement if performance is not possible due to unforeseen circumstances. If the Agreement is canceled, payments made by VVC to the DISTRICT under the terms of this contract shall be refunded to the COLLEGE.

---

17. Each party to this Agreement shall indemnify, defend and hold harmless the other, its governing board officers, agents, and employees from any and all claims, damages, losses, causes of action, and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the subject matter, including without limitation instructional services provided hereunder, of this Agreement to the extent such claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, are attributable to the indemnifying party's negligent or intentionally wrongful acts.

18. DISTRICT certifies that the direct education costs of the course(s) offered as part of this Agreement are not being fully funded through other sources.

19. DISTRICT agrees to provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, 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.

20. Each person signing below warrants and guarantees that they are 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.

**Authorized Signatures:**

**Victor Valley College**

**Daniel Walden, Ph.D.  
Superintendent/President**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:**  **Date:** 5/8/23

**Encore School for the Arts**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

*CRB  
B  
gn*