

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT**

BETWEEN

LOS ANGELES COMMUNITY COLLEGE DISTRICT,

a community college district duly organized and existing under the laws

of the State of California

AND

Wallis Annenberg High School,

a school district duly organized and existing under the laws

of the State of California

DATED 3/21/2022

COLLEGE AND CAREER ACCESS PATHWAYS

PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement ("Agreement") is made as of the 1st day of July 2022 ("Commencement Date"), by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("LACCD"), and the Wallis Annenberg High School, a school district duly organized and existing under the laws of the State of California Wallis Annenberg High School"). LACCD and Wallis Annenberg High School hereby agree as follows:

RECITALS

- A. Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness, for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.
- B. Assembly Bill 288 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- C. Assembly Bill 288 authorizes specified high school pupils to enroll in up to 15 units per term if those units are required for the pupils' partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units per term from specified fee requirements.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms of the Partnership Agreement:

1.1. Term of the Agreement: The term of this Agreement shall be one (1) year from the Commencement Date, unless sooner terminated as provided herein.

1.2. Courses Offered Under this Agreement: LACCD shall offer courses to Wallis Annenberg High School high school students who are dual enrolled at both Wallis Annenberg High School and LACCD. In the initial year of the Agreement, LACCD shall offer the courses on a Wallis Annenberg High School campus. Wallis Annenberg High School and LACCD may decide to offer classes at the community college in subsequent years within the term of this Agreement.

1.3. Employer of Record: All courses offered under this Agreement shall be taught by faculty employed by LACCD. LACCD shall be the employer of records for these faculty members and shall be responsible for all assignment monitoring and reporting obligations to the county office of education and under applicable federal teacher quality mandates, if any.

1.4. Total Number of High School Student Served Per Year is projected to be: 500

1.5. Total Number of FTES Projected to be Claimed by LACCD Per Year: 25 students (25 students per section – 1 or 2 sections per year)

1.6. Addendum: The implementation of this Agreement will be accomplished by a specific Wallis Annenberg High School high school (the "School") and a specific LACCD college (the "College") through an Addendum (referenced in section 2 below) that defines the details of the relationship between the School and the College. The terms and conditions of the Addendum shall not be inconsistent with the Agreement nor shall the Addendum purport to amend the Agreement in any form. The Addendum template is attached hereto as Attachment 1 to the Agreement. For ease of use the Addendum is in a fill-in-the-blank format. The Addendum must identify the source of funding to be used for textbooks and instructional materials. Representatives from LACCD and Wallis Annenberg High School will review addendums collectively to determine which means were most effective in reducing costs.

1.7. Apportionment: Pursuant to Education Code Section 76004(s), LACCD shall request and receive state apportionment funding for all college courses offered under the AB 288 Agreement. Pursuant to Education Code Section 76004(r), Wallis Annenberg High School shall not seek or receive a state allowance or apportionment funding for any instructional activity for which LACCD requests or receives state apportionment funding. This Agreement or any Addendum must not result in Wallis Annenberg High School losing any amount of Average Daily Attendance (ADA). Any courses offered under this Agreement shall be offered at such times to ensure that Wallis Annenberg High School students are scheduled to meet minimum day requirements (247 minutes in Wallis Annenberg High School classes).

1.8. Admission of Special Part-Time or Full-Time Students: Wallis Annenberg High School students who take college courses under this Agreement and Addendum shall be admitted to LACCD as special part-time or special full-time students pursuant to Education Code Section 76001, applicable regulations, and LACCD Board Rules.

1.9. Unit Limit: Pursuant to Education Code Section 76004(p), Wallis Annenberg High School students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if: 1) the units constitute no more than four community college courses per term; 2) the units are part of an academic program under this Agreement; and 3) the units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

1.10. Student Fee Exemptions: Pursuant to Education Code Section 76004(q), Wallis Annenberg High School students admitted to LACCD under this Agreement as special part-time students shall be exempt from the following student fees: 1) Student Representation Fee (Education Code Section 76060.5); 2) Nonresident Tuition Fee (Education Code Section 76140); 3) Transcript Fee (Education Code Section 76223); 4) Enrollment Fee (Education Code Section 76300); 5)

Apprentice Fee (Education Code Section 76350); and 6) Child Development Center Fee (Education Code Section 79121). A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f).)

1.11. Textbooks, Equipment, and Materials: LACCD and Wallis Annenberg High School shall work collaboratively to seek funding in support of textbooks, equipment and supplies and other instructional materials as required to support CCAP sections for high school students participating in the program. This may include local school/college sites exploring the use of discretionary resources and seeking federal, state, local and grant funding.

1.12. Reimbursement: For CCAP courses offered at an Wallis Annenberg High School school site during a period in which Wallis Annenberg High School on-site supervision and facilities, custodial and security personnel are already present, no additional costs shall be incurred by LACCD. If, through an Addendum, the LACCD College and the Wallis Annenberg High School School agree to offer a class during a time period in which no Wallis Annenberg High School on-site supervision and facilities, custodial and security personnel are present, LACCD will fund the required staffing and reimbursable custodial supplies.

1.12.1. LACCD shall make payment to Wallis Annenberg High School within 30 days of receiving the invoice for instructional space and services rendered.

1.12.2. The financial arrangements defined herein may be adjusted annually by a duly adopted written Amendment to this Agreement.

1.13. Student Access and Supports:

CCAP courses will be delivered in a nondiscriminatory manner ensuring equity and access to all students.

1.14.1 Services for Students with Disabilities: For CCAP classes offered on Wallis Annenberg High School sites during the school day, Wallis Annenberg High School will continue to provide services as required by the participating student's Individualized Education Plan ("IEP"). LACCD will make reasonable accommodations to ensure that Wallis Annenberg High School is able to implement the student's IEP in CCAP classes. Students may choose to seek academic adjustments/accommodations pursuant to the American with Disabilities Act through the College's Disability Support Program and Services ("DSPS") Office. If a student is processed through the DSPS Office, LACCD will fund accommodations pursuant to Title II of the American with Disabilities Act. If issues arise in the provision of accommodations and services, the points of contact for the School and College as identified in the Addendum will meet to bring in the necessary constituencies to resolve the issues in an expeditious manner.

1.14.2 English Learner and Long-Term English Learner Students: Parties agree to collect data needed to implement Wallis Annenberg High School's progress monitoring activities as required by law and pursuant to the Wallis Annenberg High School English Learner Master Plan. LACCD will collaborate with Wallis Annenberg High School to ensure that Wallis Annenberg High School is able to access and deliver services to students as necessary. If issues arise with implementation of

services, the points of contact for the School and College as identified in the Addendum will meet to bring in the necessary constituencies to resolve the issues in an expeditious manner.

2. Courses Offered Under This Agreement

2.1. Constituent Colleges and Wallis Annenberg High School Campuses: LACCD has nine constituent Colleges, specifically City College, East Los Angeles College, Harbor College, Pierce College, Mission College, Southwest College, Trade-Technical College, Valley College, and West Los Angeles Colleges. Each of the nine Colleges generally serves Wallis Annenberg High School high school campuses located within respective service areas but the program may be implemented outside the service areas of the College as warranted and as provided for in an Addendum between a School and a College.

2.2. Courses Offered: College and School will determine which courses listed in Appendix A will be offered at the high school under this Agreement. The College and the Wallis Annenberg High School shall complete the AB288 Addendum which shall become an addendum to this Agreement by September 1st of each year. Each course listed in the AB 288 Addendum shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school pupils achieve college and career readiness; or 4) offering or expanding 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 career technical education pathways from high school to community college. No physical education courses shall be offered. Courses will also include pathway courses offered at the local Wallis Annenberg High School campus in the same industry sector offered at the respective College that lead to an industry recognized certificate or credential.

2.3. Career Technical Education (CTE) Courses: Pathway is defined by courses that are in the Intersegmental General Education Transfer Curriculum (IGETC) pathway AND courses in a career pathway leading to an industry recognized certificate or credential. CTE courses listed in Appendix B will be added to the list of courses under this Agreement as LACCD develops or identifies the pathway courses ensuring high school students receive college credit for these courses that lead to a certificate or credential in the applicable industries. As Wallis Annenberg High School expands and identifies additional CTE pathway courses including those listed in Appendix B that lead to certificates or credentials and a living wage under CTE programs for dual credit, LACCD will work collaboratively with Wallis Annenberg High School to add these CTE pathway courses to the list of available courses under this Agreement. College level CTE pathway and articulated Wallis Annenberg High School CTE Courses will be available as dual enrollment courses in Appendix B, upon approval by both Parties.

2.4. Terms in Each AB 288 Addendum: Each Addendum shall: (1) describe the facilities to be used on both the College campus and the Wallis Annenberg High School campus; (2) describe the Criteria for Assessing Pupils' Ability to Benefit; and (3) identify the party responsible for obtaining parental consent.

2.5 Limiting Enrollment: Pursuant to Education Code Section 76004(o), LACCD may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership Agreement.

2.6. Transcripts, Permanent Records of Student Achievement, Attendance and Grades: Both the LACCD college of attendance and the Wallis Annenberg High School school of attendance shall record transcript records when courses are completed. Upon receipt of an official transcript from the community college showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed will be recorded on the student's cumulative record and the electronic transcript in Wallis Annenberg High School's Powerschool data management system.

3.0. AB 288 Certifications

3.1. LACCD Faculty: LACCD certifies that no LACCD or community college instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by LACCD to teach any course on any Wallis Annenberg High School campus. All LACCD faculty teaching courses under this Agreement shall meet all state and federal reporting requirements regarding minimum qualifications and conditions.

3.2 No Displacement of Faculty: Wallis Annenberg High School certifies that no existing high school teacher who was teaching the same course on the high school campus offered under this Agreement has been displaced or terminated because a community college instructor is teaching that same course. LACCD certifies that a qualified high school teacher teaching a course offered for college credit at a 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 campus.

3.3 No Reduction of Access to Same Course on LACCD: LACCD certifies that the community college courses offered for college credit on Wallis Annenberg High School's campus do not reduce access to the same course offered on LACCD's campus.

3.4 No Oversubscribed Courses: LACCD certifies that community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement.

3.5 LACCD's Core Mission: Participation in this partnership and this Agreement is consistent with LACCD's core mission pursuant to Education Code Section 66010.4

3.6 No Displacements of Eligible Adults from LACCD Courses: Wallis Annenberg High School students participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults from LACCD courses.

3.7 Collective Bargaining: LACCD and Wallis Annenberg High School certify that all actions taken pursuant to this Agreement are in compliance with all local collective bargaining agreements.

4. Remedial Courses: Should remedial courses be offered, the remedial course taught by LACCD faculty at Wallis Annenberg High School's campus shall be offered only to Wallis Annenberg High School's high school students who do not meet their grade level standard in math, English, or both, in grade 10 or 11 as determined by applicable Wallis Annenberg High School assessments including but not limited to Smarter Balanced Assessment Consortium ("SBAC") tests,

benchmarks, and appropriate college assessments. LACCD and Wallis Annenberg High School faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. It is acknowledged that the student may waive out of a remedial course, should the student choose to exercise that option through the regular college process.

5. Student Supervision: Wallis Annenberg High School and LACCD agree to work cooperatively with regard to student discipline. Students are subject to Wallis Annenberg High School's student discipline procedures, which are governed by Education Code section 48900 et seq. and Wallis Annenberg High School's policies and procedures, while they attend classes on Wallis Annenberg High School's campus. Should this Agreement be extended to courses at the College, high school students will be subject to LACCD's student discipline procedures. However, a student disciplinary action taken by the College in response to student misconduct will not affect the student's attendance in the program.

6. Protocol for Information Sharing: Any education records or personally identifiable information pertaining to any Wallis Annenberg High School students taking courses under this Agreement shall be exchanged between Wallis Annenberg High School and LACCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and LACCD Board Rules. LACCD shall provide a dual enrollment application form on which the parent or guardian of the Wallis Annenberg High School student will provide written consent to information sharing between Wallis Annenberg High School and LACCD. Education records and personally identifiable information regarding Wallis Annenberg High School students shall be shared between the Points of Contact identified in Paragraph 6 below. Wallis Annenberg High School's and LACCD's Points of Contact shall then further share that information within their respective institutions as necessary.

7. Parental Consent: Wallis Annenberg High School shall obtain any required parental consent for any Wallis Annenberg High School student taking dual enrollment courses under this Agreement.

8. Implementing Policies and Procedures: Wallis Annenberg High School and LACCD will each develop policies and procedures consistent with the terms of this Agreement. Each party will distribute the policies and procedures to each participating high school principal and college and college instructor prior to the implementation of the CCAP program.

9. Points of Contact at LACCD and Wallis Annenberg High School: The following officials shall serve as the point of contact under this Agreement:

Wallis Annenberg High School:

Dr. Thomas Crowther, Director of CIA
Wallis Annenberg High School
4000 S. Main Street
Los Angeles, CA 90037
Phone: 323-235-6343
Fax: 323-235-6346
Email: tcrowther@accelerated.org

LACCD:

[Contact Person, Title]
L. A. Community College District
770 Wilshire Blvd.
Los Angeles, CA 90017
Phone: **[(area code) number]**
Fax: **[(area code) number]**
Email: **[email]**

10. Annual Reporting to the State Chancellor: On or before January 1 of each year of this Agreement, LACCD shall submit a report to the State Chancellor based on data from Wallis Annenberg High School. The report shall state: 1) the total number of Wallis Annenberg High School students, by school site, taking courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of community college courses offered under this Agreement by course category and type and by school site; 3) the total number and percentage of successful course completions, by course category and type and by school site; and 4) the total number of full-time equivalent students generated through courses offered under this Agreement. By October 1 of each year of this Agreement, the Points of Contact from Wallis Annenberg High School and LACCD shall meet to plan and commence the preparation of the report.

11. Mutual Defense and Indemnity: LACCD shall indemnify and hold harmless Wallis Annenberg High School, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortious conduct of LACCD in the performance of LACCD's responsibilities under this Agreement. In such an event, LACCD, at its own expense, shall also defend all actions, suits, or other proceedings brought against Wallis Annenberg High School, its officers, agents, or employees and satisfy any judgment rendered against Wallis Annenberg High School, its officers, agents, or employees because of such negligence and/or tortious conduct. Similarly, the Wallis Annenberg High School shall indemnify and hold harmless LACCD, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortious conduct of Wallis Annenberg High School in the performance of Wallis Annenberg High School's responsibilities under this Agreement. In such an event, Wallis Annenberg High School, at its own expense, shall also defend all actions, suits, or other proceedings brought against LACCD, its officers, agents or employees and satisfy any judgment rendered against LACCD, its officers, agents, or employees because of such negligence and/or tortious conduct.

12. Insurance: Without limiting the parties' indemnification obligations herein and as a material condition of this Agreement, each party shall maintain, at its expense and for the duration of this Agreement, a program of insurance or self-insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection this Agreement and/or the use of facilities under the Agreement. Each party shall furnish the other party with certificates of insurance or other satisfactory documentation of all insurance or self-insurance required by this Agreement. Each party shall have the other party added as additional insureds to all of the following policies. The Minimum Scope and Limits of Insurance shall be as follows (coverage shall be at least as broad):

Commercial General Liability Insurance "occurrence" form only to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. The general aggregate limit shall be twice the required per occurrence limit. If such insurance is obtained from a third-party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

Business Automobile Liability Insurance to provide defense and indemnity coverage to the Insured for liability for bodily injury and property damage covering owned, non-

owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence. If such insurance is obtained from a third-party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident. Any notice required to be served hereunder shall be in writing.

13. Choice of Law and Venue: This Agreement, its interpretations, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California. Los Angeles County shall be the venue for all legal matters concerning the Agreement.

14. Termination: Either party shall have the right to terminate this Agreement without cause by providing to the non-terminating party a written notice of termination. Notice of termination shall be provided at least 180 days prior to the termination date. Each party shall continue to fulfill its obligations under this Agreement until date of termination.

15. Notices: Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addresses to the party for whom intended as follows

To Wallis Annenberg High School:

Wallis Annenberg High School
4000 S. Main Street
Los Angeles, CA 90037

To LACCD:

Los Angeles Community College District
Contracts Office - 3rd Floor
770 Wilshire Boulevard
Los Angeles, California 90017

16. Miscellaneous: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. Board Approval Required. This Agreement is conditioned upon the approval of the governing boards of both the Wallis Annenberg High School and LACCD as set forth by Education Code Section 76004.

IN WITNESS WHEREOF, LACCD and Wallis Annenberg High School have executed this Agreement as of the date first above written.

Date: Orig date 3/21/22

Wallis Annenberg High School

By: 

Name: Stephen Dickinson

Title: Chief Business Officer

12-21-22

Date: _____

**LOS ANGELES COMMUNITY COLLEGE
DISTRICT**

By: _____

Name: _____

Title: _____

APPENDIX A

**AB 288 ADDENDUM TO THE COLLEGE AND CAREER
ACCESS PATHWAYS PARTNERSHIP AGREEMENT**

BETWEEN

WALLIS ANNENBERG HIGH SCHOOL

AND

THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

1. **BACKGROUND** Wallis Annenberg High School and the Los Angeles Community College District ("LACCD") entered into a "College and Career Access Pathways Partnership Agreement" (the "Agreement") on September 20, 2016 in order to meet the goals specified in Assembly Bill 288. The Agreement, as approved by Wallis Annenberg High School's Board of Education and LACCD's Board of Trustees, sets forth parameters within which a specific Wallis Annenberg High School (the "School") and a specific LACCD constituent college (the "College(s)") (LACCD) may enter into an addendum that allows for additional terms and conditions that define how the Agreement will be implemented between the School and the College(s). This Addendum is authorized pursuant to Section 1.8 of the Agreement and is entered into by the School and the College(s) listed below.

2. PARTIES TO THE ADDENDUM

School: Wallis Annenberg High School	College:
Address: 4000 S. Main Street, LA, CA	Address:
Point of Point of	Point of Point of
Contact: Dr. Thomas Crowther	Contact:
Telephone: 323-235-6343	Telephone:
Email: tcrowther@accelerated.org	Email:

3. THIS ADDENDUM'S RELATIONSHIP TO THE AGREEMENT

Each party certifies that it has read and understands the Agreement and that this Addendum may not amend any of the terms and conditions in the Agreement except as set forth below. In particular, the parties may not enter into any terms and condition that result in Wallis Annenberg High School losing any Average Daily Attendance funding.

4. TERMS SPECIFIC TO THIS ADDENDUM

Pursuant to Section 2 of the Agreement, the parties will:

4.1 Describe the courses to be offered, supervision and the days/times/location: (*Must meet minimum instructional minute requirement*). The courses offered are for the purposes of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school pupils achieve college and career readiness; or 4) offering or expanding 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 career technical education pathways from high school to community college. The approved courses are listed in Appendices A-B3 to the Agreement:

Semester	High School Course	College Course	Number of Sections	Days Times Course Offered	Dates course offered	Supervision Provided by:

4.2 Describe the criteria for assessing pupils' ability to benefit:

4.3 Identify the party responsible for obtaining parental consent:

4.4 Describe the facilities to be used:

4.5 Identify the source of funding to be used for textbooks and instructional materials:

4.6 List what efforts, if any, were used to reduce the costs of textbooks and instructional materials:

4.7 Pursuant to Section 1.12 of the Agreement, the parties to this Addendum understand and agree that instruction will not begin until funding is specified in this Addendum.

5. STUDENT RECORDS

The School shall be responsible for capturing required student information in the respective student information systems.

6. FILING/TIME OF EFFECT:

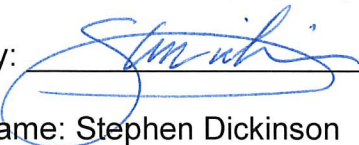
The School shall file a copy of this Addendum with its District Superintendent and the Wallis Annenberg High School Educational Services Department.

The College(s) shall file a copy of this Addendum with the LACCD Office of the Chancellor.

This Addendum shall not be effective until the offices listed above have received and reviewed it and have indicated to the School/College(s) that they may begin performance.

IN WITNESS WHEREOF, the School and the College(s) have executed this AB 288 Addendum as follows:

**Wallis Annenberg High School
Superintendent (or designee)**

By:  12-21-22

Name: Stephen Dickinson

Title: Chief Business Officer

Date: Orig date 3/21/2022

**[LACC College Name(s)]
President (or designee)**

By: _____

Name: _____

Title: _____

Date: _____

Appendix B

LIST OF CLASSES OFFERED AT Wallis Annenberg High School

Dual Enrollment/AB288 Courses:

AGREEMENT FOR CONTRACT EDUCATION SERVICES

PARTIES: Los Angeles Community College District on behalf of Los Angeles Trade-Technical College

By: Los Angeles Community College District on behalf of Los Angeles Trade-Technical College

400 W. Washington Blvd.
Los Angeles, CA 90015
Attn: Ramon Abrego III, Dean

WALLIS ANNENBERG HIGH SCHOOL
4000 S MAIN ST
Los Angeles, CA 90037

TYPE OF CLASS: Credit Class

COMPENSATION: See Attachment A

DATE: 3/21/2022

TERM: The period of this agreement shall be from 7/01/2022 to 6/30/2023, inclusive, unless sooner terminated as provided herein.

RECITALS

WHEREAS, the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College is authorized by Section 78020 of the California Education Code to contract with a public or private entity for the purpose of providing instruction or services or both; and

WHEREAS, the staff of the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College is experienced and qualified to conduct the instructional services provided herein;

WHEREAS, the Client desires such services from the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **SERVICES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF LOS ANGELES TRADE-TECHNICAL COLLEGE.** The Los Angeles Community College District on behalf of Los Angeles Trade-Technical College shall perform the following services as applicable during the term of this agreement:

Credit Class

Provide credit classes in conformance with Title 5 of the California Code of Regulations, hereinafter referred to as the Credit Classes, in the subject set forth above during the period of this agreement; to be arranged in accordance with a schedule to be determined between the Client and the College.

2. **COMPENSATION.** For the services provided by the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** pursuant to this agreement, the Client shall pay the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** an instructional fee set forth in Attachment A.
3. **PAYMENT.** Payment shall be made within thirty (30) days of receipt of invoice(s) from the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**, and shall be in the form of a check made payable to the **Los Angeles Community College Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** and mailed to the Office of the Controller, 6th Floor, Los Angeles Community College Los Angeles Community College District on behalf of Los Angeles Trade-Technical College, 770 Wilshire Boulevard, Los Angeles, California 90017.
4. **FACILITIES.** The Classes shall be conducted in secure classroom facilities satisfactory to the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**, and shall, at **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College's** option, be provided by the Client, at no cost to the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**.
5. **STUDENT ENROLLMENT FEES.** Except as otherwise provided herein, an enrollment fee, at the rate specified by the Education Code, shall be paid by each student upon enrollment in classes for all units in which the student is enrolled, and for which such a fee is required by the State of California,

Except as otherwise provided herein, non-resident students shall pay non-resident tuition fees in the amount set by the governing board of the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**, upon enrollment in the Classes, in addition to the enrollment fees set forth above.

6. **ENROLLMENT PROCEDURE.** Enrollment and registration procedures shall be conducted at the Client's facility, or other agreed upon location, by the administration and staff of the College. Students enrolling in the Classes shall complete, in entirety, the College Application for Admission, the Permit Form, and the Directory Card. All students enrolling in the Classes offered in accordance with this agreement shall comply with the Standards of Student Conduct established by the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College's Board of Trustee**, and are subject to the Student Discipline Procedures established by said Board. Classes which generated student full-time equivalencies (FTES) shall be open to the public.
7. **INDEMNIFICATION/LIMITATION OF LIABILITY.**

a. Indemnification/Limitation of Liability by the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College

The **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** shall hold harmless, and defend and indemnify the Client, its employees, and agents and representatives from and against all liability on account of, or arising from, the willful misconduct or gross negligence of the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** or persons acting on behalf of the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**, related to the performance of the services specified herein. Notwithstanding the forgoing, the parties agree that in no event shall the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** be liable for any loss to Client's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** has been advised in advance of the possibility of such damages. This shall constitute the **Los Angeles Community College District on behalf**

of Los Angeles Trade-Technical College's sole liability to Client and Client's exclusive remedies against the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College.

b. Indemnification/Limitation of Liability by the Client

The Client shall hold harmless, and defend and indemnify the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College**, its Board of Trustees, officers, employees, agents, and representatives, for any death or injury of any person arising in the performance of the services specified herein, provided that the death or injury is caused by the condition of the Client's premises, improvement on said premises, or any act, error or omission committed by Client, Client's employees, representatives, or contractors.

8. **INDEPENDENT CONTRACTOR.** With regard to the services hereunder, neither party shall be deemed to be an officer, agent, partner, joint venturer, or employee of the other.
9. **ASSIGNMENT.** Neither party shall assign this agreement or any part thereof without the written consent of the other party.
10. **TERMINATION.** This agreement may be terminated by either party for any reason upon 30 days' prior written notice of termination to the other party, and immediately by the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** upon breach of any material item by the Client.
11. **INSURANCE.**

a. **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College Insurance**

Without limiting Client's indemnification of the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** as set forth in Section 7 of the Agreement, the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** agrees to procure and maintain, at its sole expense, for the duration of the agreement, insurance coverage for bodily injury, death, or property damage caused by the acts or omissions of the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College's employees, arising in the performance of the services specified herein. Within ninety (90) days of the execution of this Agreement, the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College shall provide proof of insurance to the Client.

b. Client Insurance

Without limiting **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College's** indemnification of Client as set forth in Section 7 of the Agreement, Client shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section, and shall furnish to the **Los Angeles Community College District on behalf of Los Angeles Trade-Technical College** proof of insurance within ninety (90) days of the execution of this Agreement. The insurance shall include comprehensive bodily injury including death and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence. The policy so secured and maintained shall include personal injury, broad form; contractual or assumed liability insurance; and property insurance.

12. **NONDISCRIMINATION.** The Client hereby certifies that there shall be no discrimination in its hiring or employment practices because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. Client shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Client agrees to require compliance with this

nondiscrimination policy by all subcontractors employed in connection with this agreement.

13. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
14. **AMENDMENT.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
15. **EQUAL OPPORTUNITY EMPLOYER.** Client, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
16. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
17. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the **Los Angeles Community College District Board of Trustees.**
18. **SEVERABILITY.** The Client and the Los Angeles Community College District on behalf of Los Angeles Trade-Technical College agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

CLIENT

WALLIS ANNENBERG HIGH SCHOOL
4000 S MAIN ST
Los Angeles, CA 90037

Name: Stephen Dickinson
Title: CBO
Signature: [Signature]

**LOS ANGELES TRADE-TECHNICAL
COLLEGE**

Name: _____
Title: _____
Signature: _____

Attachment A
COMPENSATION AND TERMS OF PAYMENT

Compensation to College: \$ 0.00 (Zero)

Additional Terms:

Project Description

Credit community college classes will be offered by Los Angeles Trade Technical College Office of Pathway Innovation & Institutional Effectiveness (LATTC), to students, faculty, and/or staff of the Partner Organization. However, registering for non-credit classes may be delayed until later in the course at the discretion of LATTC. Credit courses offerings include, but are not limited to, courses in the Liberal Arts Pathway.

Partner Organization shall recruit and register students for classes prior to the beginning of the class. There are no fees for K-12 students enrolled in 11 units or less.

There are no fees for non-credit courses.

Classes may be canceled at the discretion of LATTC due to low enrollment, faculty unavailability, or other reasons deemed adverse to students, faculty, administration, or the policies and procedures of the college. Classes shall be open to the general public.

Responsibilities of Partners:

The following section details specific responsibilities for each partner:

The Credit Program at Los Angeles Trade Technical College agrees to:

- Provide curriculum and instruction;
- Maintain enrollment records;
- Provide students with Student Success and Support Program (SSSP) services including: orientation, intake and assessment/placement using appropriate college assessments/placement tests; counseling and academic advisement;
- Communicate with partner with regards the college calendar;
- Train designated partner personnel on applicable policies and procedures;
- Design and print flyers for distribution in clients' service area;
- Advertise course(s) in college publications and website.

Partner Organization agrees to:

- Promote credit courses and recruit at least 35 students for each section by deadline provided;
- Distribute flyers to the community and service area;
- Provide access to restrooms and parking;
- **Provide access to classes to members of the general public;**
- Assist students in applying to LATTC and enrolling in courses;
- Maintain communication with the Los Angeles Trade Technical College Partnership Office regarding any change in room availability or location calendar;
- Charge **no fees** (whether paid directly to the partner or not) for participation in classes;
- Schedule program activities at times that minimize conflict with scheduled LATTC courses;

- Provide a classroom environment that is conducive for learning: sufficient seating (chairs, and desks/tables) to accommodate student enrollment; white or blackboards; adequate lighting; access to technology (desktop/laptop and projector screen); and computer stations (desktops/laptops/tablets with up-to-date applications) if needed for the course.

Assessment

All partners agree—for the benefit and with the informed consent of the affected program participants—to share assessment information of participants referred from one partner to another or co-enrolled by two or more partners. Sharing assessment information includes but is not limited to information contained in the Partner Organization Personal Career Development Plan, the LATTC placement test(s) and protocol(s), and other assessments tools used by partners. Site will maintain informed consent on each of its participants.