

**COAST COMMUNITY COLLEGE DISTRICT**  
**Agreement for Contracted Education Services**

This Agreement for Contracted Education Services ("AGREEMENT") is entered into by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, CA 92626 (hereinafter "DISTRICT"), and NEWPORT-MESA UNIFIED SCHOOL DISTRICT, 2985 Bear Street, Costa Mesa, CA 92626 (hereinafter, "NMUSD). DISTRICT and NMUSD are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Education, Instruction and Consultation Services to serve community needs; and

WHEREAS, NMUSD has such a need for educational services, and desires to contract with DISTRICT for instruction of specified college courses (as set forth in Attachment No. 1 attached hereto) to NMUSD high school students, for the Spring 2013 college semester.

DISTRICT and NMUSD agree as follows:

1. The term of this AGREEMENT shall be from January 1, 2013 through June 30, 2013, inclusive. The Parties may agree to extend this AGREEMENT by written Amendment approved by their respective governing boards.

2. The classes to be offered by DISTRICT are identified in Attachment No. 1 to this AGREEMENT, which is incorporated by reference herein. The classes listed in Attachment No. 1 may be modified by written agreement. All courses offered are subject to the per/unit rate set forth herein.

3. The services will be conducted at NMUSD facilities located at 2990 Mesa Verde Drive East, Costa Mesa, CA 92626. NMUSD shall provide DISTRICT with access to this site for the performance of services set forth herein at no cost. DISTRICT shall not be responsible for normal wear/tear of the facilities during DISTRICT's use thereof. The classes offered are open to only NMUSD students.

4. NMUSD students successfully completing course(s) will receive all applicable units of college credit in accordance with policies of DISTRICT's Board of Trustees.

5. NMUSD agrees to pay the DISTRICT the sum of Two Thousand Three Hundred Dollars (\$2,300.00) for each unit of instruction provided by DISTRICT (per/unit rate). NMUSD agrees that it will not seek apportionment from the State of California for NMUSD student enrollment in these courses.

6. NMUSD agrees to pay DISTRICT the per/unit instructional rate for each class offered by DISTRICT, regardless of whether enrolled NMUSD students complete the offered course(s). NMUSD will be billed for the instruction provided by DISTRICT two weeks after the

start of the Spring 2013 semester classes. NMUSD understands that all payments due DISTRICT are due no later than 30 days after receipt of invoice.

7. DISTRICT shall provide the following services to NMUSD:
  - a. Provide a qualified instructors to teach the agreed upon courses, as identified in the minimum qualifications for faculty and administrators in California community colleges.
  - b. Provide required textbooks for each course. Students are required to return all issued textbooks at the conclusion of each course. NMUSD shall be responsible for paying DISTRICT the "used" book rate set as determined by Coastline Community College's bookstore for all textbooks not returned by students within 30 days of conclusion of the semester.

8. DISTRICT and NMUSD will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Dr. Vince Rodriguez, (714) 546-7600. The administrative contact for NMUSD will be Paul Reed, (714) 424-5002.

9. The PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, gender identification, marital status, age, disability, genetic information, and/or medical condition.

10. NMUSD will make whatever special arrangement is necessary to account for student time spent in instruction should NMUSD policy require more than a noticed review of DISTRICT attendance records.

11. NMUSD agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of NMUSD, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless NMUSD, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

12. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

13. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials acceptable to NMUSD.

14. NMUSD shall, no less than forty-eight hours in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by NMUSD and DISTRICT.

15. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Coastline Community College  
Attn: Dr. Vince Rodriguez  
11460 Warner Avenue  
Fountain Valley, CA 92708

With a copy to: Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Board President

To NMUSD: Newport-Mesa Unified School District  
Attn: Paul Reed  
Deputy Superintendent and Chief Business Officer  
2985 Bear Street, Suite A  
Costa Mesa, CA 92626

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

**NEWPORT-MESA UNIFIED  
SCHOOL DISTRICT**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paul Reed  
Deputy Superintendent and Chief Business Officer

1/28/13  
\_\_\_\_\_  
Date

**COAST COMMUNITY COLLEGE DISTRICT**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dr. Lorraine Prinsky  
President, Board of Trustees

1/17/13  
\_\_\_\_\_  
Date

**ATTACHMENT "A"**  
**TO AGREEMENT FOR CONTRACTED EDUCATION SERVICES**

Courses Offered to Newport-Mesa Unified School District students by Coast Community College District for Spring 2013 college semester:

Anthropology 100	Tuesday & Thursday	10:40 a.m.- 12:05 p.m.
Art 110	Monday & Wednesday	1:10 p.m. - 4:15 p.m.
Art 110	Tuesday & Thursday	1:10 p.m. - 4:15 p.m.
Communication Studies 101	Monday & Wednesday	1:10 p.m. - 2:35 p.m.
Communication Studies 101	Monday & Wednesday	2:45 p.m. - 4:10 p.m.
Health 100	Monday & Wednesday	1:10 p.m. - 2:35 p.m.
Health 100	Tuesday & Thursday	1:10 p.m. - 2:35 p.m.
Health 100	Tuesday & Thursday	2:45 p.m. - 4:10 p.m.
Humanities 100	Tuesday & Thursday	10:40 a.m.- 12:05 p.m.
Math 170	Monday & Wednesday	1:10 p.m. - 3:15 p.m.
Math 170	Monday & Wednesday	1:10 p.m. - 3:15 p.m.
Math 180	Monday & Wednesday	1:10 p.m. - 3:15 p.m.
Music 139	Monday & Wednesday	1:10 p.m. - 2:35 p.m.
Music 139	Monday & Wednesday	2:45 p.m. - 4:10 p.m.
Psychology 100	Monday & Wednesday	1:10 p.m. - 2:35 p.m.
Spanish 180B	Tuesday & Thursday	1:10 p.m. - 2:35 p.m.
Spanish 180B	Tuesday & Thursday	2:45 p.m. - 4:10 p.m.