FAST TRACK EARLY COLLEGE PROGRAM

Information & Resource Guide
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Purpose & Desired Outcomes
Porterville College Mission:

With students as our focus, Porterville College provides our local and diverse communities an excellent educational experience that fosters intellectual curiosity and growth, lifelong learning, and prepares our students for personal and academic success.

In support of our values and philosophy, Porterville College will:

- Provide quality academic programs to all students who are capable of benefiting from community college instruction.
- Provide comprehensive support services to help students achieve their personal, vocational and academic potential.
- Prepare students for transfer and success at four-year institutions.
- Provide courses and training to prepare students for employment or to enhance skills within their current careers.
- Provide developmental education to students who need to enhance their knowledge and understanding of basic skills.
- Recognize student achievement through awarding degrees, certificates, grants, and scholarships.
Fast Track Early College Purpose

The purpose of the Early College Program is to support the residents of the City of Porterville, its surrounding communities, and the County of Tulare to:

- Have a career-ready workforce
- Provide a roadmap to attain further education beyond high school
- Support children and families
- Support industries and businesses

Therefore, the Early College program will provide high school students with the opportunity to:

- Earn college credit while also meeting high school graduation requirements
- Get a head start on college education and career readiness
- Provide a seamless transition into college and career options
Objectives

- Produce a mechanism for planning, development, and implementation for education, vocational, and industry needs.
- Bring together K-12 and college partners to identify and determine how to best serve current and future student needs by recognizing education and industry standards/expectations.
- Reduce the length of time it takes for a student to obtain their educational and/or career goals.
- Establish early access to community college and to applicable coursework that is transferable to CSU and/or UC.
- Bridge the communication gap between secondary and post-secondary education.
- Bridge the educational gap between secondary and post-secondary education.

Desired Outcomes (Benefits)

Early College brings many benefits to students, families, schools, communities, and businesses/industries. Through this effort, we can work together to support students (and their families) to be successful. In doing so, we can offer a program that will: a) save time, b) save money, c) build and strengthen the partnership between high schools and college, d) increase student options and success.

Therefore, the benefits to students and families may include but not limited to:

- Ease of transition between high school and college
- Early college & career preparation and readiness
- Reassurance on the value of high school education (& to graduate)
- Motivation to pursue college
- Exploration of various education/college and career fields including multiple entry and exit points
- Exploration of career options and opportunities
Fast Track Early College: General Information
Earning College Credit Options

High school students can earn college credit through several methods. Students can use any or all of the methods below to attain college units.

**Dual Enrollment**
- Porterville College course taught on the high school campus during the regular school hours. The instructor is a qualified high school teacher who meets college teaching requirements and will serve as an adjunct faculty member.
- A college class taught on the high school campus where the instructor is a college faculty member (offered during the regular school hours).

**Concurrent Enrollment**
- High School student takes college course(s) on the Porterville College campus, online, and/or afterschool on the high school site protestor

**Articulation/ Credit-By-Exam**
- Credit through an articulated Career Technical Education (CTE) course can be earned through a credit-by-exam process. The college faculty can determine what the “exam” may be for the purpose of assessing knowledge for the identified class. This can include but is not limited to a combination of: tests, papers, projects, essays, etc., or it can be only one of these elements. The faculty may decide to count the assignments, tests, projects, etc. for the identified high school class for assessment of knowledge & skills for this “exam” purpose. The discretion is with the college discipline faculty.
Fast Track Early College Process: Flowchart

1. **HIGH SCHOOL (HS)**
   - HS to make contact with Porterville College
   - PC Contacts: Sam Aunai and/or Kailani Knutson

2. **PORTERVILLE COLLEGE (PC)**
   - PC contacts discusses with applicable division
   - Applicable division & PC contacts to meet with HS

3. **INTERNAL PLANNING**
   - PC to have internal discussion & planning with key departments
   - PC Contact will communicate with HS

4. **HS ACTIONS & HR PROCESS**
   - If to proceed, the HS to provide times/days the class will be offered
   - HS teacher to submit an adjunct application & complete PC HR process

5. **ADMISSIONS & RECORDS (A&R)**
   - PC contact to connect with A&R about process
   - HS to assist HS students to apply to PC & submit HS certification form

6. **PLACEMENT ASSESSMENT**
   - Arrangements to be made with HS for the placement assessment as needed

- The high school must identify their desired goals and purpose for seeking dual/concurrent enrollment opportunities with Porterville College.
- High schools must have Internal discussions (and with applicable K12 district) prior to connecting with Porterville College.
- A program of study/sequence of courses must be developed with the purpose and goals in mind together with Porterville College on any early college effort.
Flowchart: Explanation

Explanation/Details of Process:

1. **High School (HS)** to contact the Porterville College (PC) about its dual enrollment interests through the point of contact
   - Sam Aunai (sam.aunai@portervillecollege.edu/791-2308) and/or
   - Kailani Knutson (kknutson@portervillecollege.edu/791-2294)

   **IMPORTANT:** There should be internal discussions within the high school and their respective district offices regarding intentions, goals, plans, and how early college opportunities fit within school and student plans. Furthermore, there needs to be identifiable goals and desired programs of study.

2. **Porterville College**
   The PC contact (applicable dean of instruction) will discuss with the appropriate division chair and discipline faculty. The PC contact (dean of instruction), chair, and/or discipline faculty will meet with the high school teacher/principal...vetting process.
   a. Discuss goals, objectives, plans, expectations of the high school
   b. Identify resources ---teacher & teacher qualification, equipment, facility, and other resources

3. **Internal Discussion & Planning**
   - PC will have an internal discussion and planning with key departments to determine if the request is possible and/or viable. (The high school should similarly have an internal discussion with its key partners and district office about its intentions, goals, and plans)
   - PC contact will communicate with the HS.

4. **HS Actions & Human Resources (HR) Process**
   - If to proceed, then arrangement of the class to be offered is made. Information regarding classes/times/days will be provided by the HS to PC by the designated timelines.
   - The teacher must complete the PC HR process if he/she will be teaching the dual enrollment course. Submit an application, resume, transcripts) to Sam Aunai (sam.aunai@portervillecollege.edu/791-2308) & Kailani Knutson (kknutson@portervillecollege.edu/791-2294)

5. **Admissions & Records (A&R)**
   - In order to take college courses, high school students must complete an application for admission to Porterville College. This can be completed online https://www.portervillecollege.edu/node/4114
   - PC contact to connect with A&R about process
   - HS to assist HS students to apply to PC & submit HS certification form (including transcripts)
   - PC Admissions & Records contacts
     o Andrea Anaya (aanaya@portervillecollege.edu/791-2402) &
     o Erin Cruz ecruz@portervillecollege.edu/791-2332.

6. **Placement Assessment**: Arrangements to be made for placement assessment with the HS as needed. Many college courses have English and Math prerequisite requirements. Therefore, high school students must take the college placement assessment.
Textbooks

1. If the high school desires to provide textbooks for the students, then it is school’s responsibility to make arrangements to acquire such textbooks.

2. The high school has the option to utilize the Porterville College Bookstore for ordering the textbooks if needed.

   Porterville College Bookstore Contact:
   Nic Orizaga
   Phone: 559-791-2252   Email: SM8015@bncollege.com

3. The high school dual enrollment instructor must connect with the discipline faculty and/or division chair at Porterville College to discuss textbook options to ensure consistency and applicability.

4. The high school dual enrollment instructor has the option to use the same text as used by the PC instructor for the same class.

5. The high school dual enrollment instructor also the option to select another textbook that he/she feels will meet the requirements and intentions of the course outline of record. If an alternative/different text is preferred by the dual enrollment instructor, he/she should consult with the discipline faculty and/or division chair at PC for feedback on options.
   
   a. The dual enrollment instructor will need to identify the desired textbook and contact the publisher and request an instructor/desk copy of a textbook to review.

   b. If the alternative text will be used, then the high school has the option (not required) to connect with the Porterville College Bookstore to order the texts for the students if needed.

6. For textbook currency, most universities and colleges prefer textbooks editions that are 5 years or newer.
High School Dual Enrollment Instructor
Instructor Application Process: Flowchart

2. TEACHER/INSTRUCTOR ACCOUNT
Create an account through the KCCD.EDU
https://careers.kccd.edu/user/new

2. APPLY
• With the login information, applicants may apply directly through
  https://careers.kccd.edu/postings/search

3. MATERIALS NEEDED
• Applicants will need to attach the following to the online application:
  a) resume,
  b) transcripts,
  c) any relevant materials as needed

4. PC & HR PROCESS
• Once the application is received, PC will review and forward the details for HR processing
• HR will require TB clearance, DOJ clearance, etc.
• HR will contact the applicant about completing the pre-employment process & documents. This will require a meeting with PC HR Dept.

5. APPROVAL
• Once all of the HR process has been completed, the employee will be issued with an employee ID number and information about obtaining the PC email account.

6. NOTIFICATION
• Upon completion, HR will notify the PC administration & staff about the new dual enrollment instructor
• PC will notify the instructor, high school of status.

This PC hiring process for the dual enrollment teacher/instructor will need to be completed at least one month prior to the start of the class.
**Instructor Application Process: Explanation**

1. **Teacher/Instructor Account.** The teacher/instructor will need to create an account through the Kern Community College District at [https://careers.kccd.edu/user/new](https://careers.kccd.edu/user/new)

2. **Apply online**
   With the login information, applicants may apply directly through [https://careers.kccd.edu/postings/search](https://careers.kccd.edu/postings/search)
   - Applicants will need to apply directly to the adjunct position specific to the subject/discipline for Porterville College e.g. business, interdisciplinary studies, math, information systems, English, etc.
   - If there is not a specific discipline noted on the website, applicants may apply under the general adjunct application pool at [https://careers.kccd.edu/postings/7674](https://careers.kccd.edu/postings/7674)

3. **Materials**
   - Applicants will need to attach the following to the online application:
     - resume, transcripts (copies are fine for the application but when hired official transcripts will need to be submitted to HR), plus any relevant materials as needed

4. **PC & HR Process**
   - Once the application is received, PC (division/faculty & administration) will review and forward the details to the Human Resources Dept for processing
     - HR will require TB clearance, DOJ clearance, etc.
     - HR will contact the applicant about completing the pre-employment process & documents. This may require a meeting with PC HR Dept.

5. **Approval:** Once all of the HR process has been completed, the employee will be issued with an employee ID number and information about obtaining the PC email account.

6. **Notification**
   - Upon completion, HR will notify the PC administration & staff about the new dual enrollment instructor
   - PC will notify the instructor & high school of the status.
Instructor Requirements

As per the Memorandum of Understanding between the K-12 School District and the Kern Community College District (KCCD)

1. KCCD may select instructors from K-12 District personnel nominated by the District, or other sources. K-12 District personnel will perform instructional duties on duty time. District personnel selected to be instructors remain employees solely of the K-12 District, subject to the authority of the District, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with the District.

2. District May Nominate Instructors. K-12 District shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. District shall ensure that all instructor/staff nominees possess any Certificates or other training indicia that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.

3. KCCD Shall Determine Instructor Requirements. KCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

4. K-12 District is Responsible for its Own Personnel. K-12 District’s personnel will perform these services on duty time. K-12 District personnel performing their services will be employees solely of K-12 District, subject to the authority of K-12 District, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the courses described. KCCD has the primary right to control and direct such activities.

Therefore,

a. The high school teacher interested in teaching the designated college class shall follow all the necessary procedures as required by KCCD Human Resources for hiring purposes.

b. The division/faculty and college administration will review the application details to determine a possible hire.

i. The high school teacher hired specifically for this purpose will be subject to the same evaluation processes as required for all adjunct faculty members at the college. The division will be part of the evaluation process for the adjunct instructor.
Instruction Expectations

As per the Memorandum of Understanding:

- The instructional services provided by K-12 District personnel shall include development of appropriate lectures.
- The lectures will conform to the approved curriculum and course outlines and recommendations of experienced KCCD instructors.
- Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.
- All guest instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of KCCD.

Additionally,

- Dual Enrollment instructors must check their class rosters regularly and compare to the list of high school students who are supposed to be in the class
- Abide by the deadlines and dates as required by Porterville College for census, drops, grades, etc.
- Attend Porterville College meetings as required
- Abide by the course outline of record
- Develop a syllabus for the class and submit a copy of the syllabus to the appropriate Dean of Instruction at Porterville College
- Maintain and upheld college curriculum rigor (as if taught on the PC campus)
- Porterville College may periodically visit the classes as needed
Accessing BANWEB through Inside PC
(To enter grades, print our rosters, drop students, etc.)

**STEP 1:** Go to the Porterville College website www.portervillecollege.edu

**STEP 2:**
- From the Porterville College website www.portervillecollege.edu
- Log in to **InsidePC** (you will need your PC email address and password in order to login)
- Click on the **Faculty tab OR the Employee tab**
- In the Banner Self-Service Channel (located top left box), click on Banner Self Service
- Next, click on faculty & advisors tab

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**Banner self-service**

- [Personal Information](#)
- [Faculty & Advisors](#)
- [Advisor Services](#)
- [Employee](#)
- [Finance](#)

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**STEP 3:** Click “term selection” then select the current term from the drop down button. Submit.
Select Term
**STEP 4:** Next, choose/select the CRN from the drop down menu and submit.

roll the CRN

**STEP 5:** Next in this screen, instructors have many options.

- In this section, instructors can complete several activities, for example:
  - Add/drop/withdraw options
  - Post grades
  - View/print class rosters
    - To access and print the class roster - Click on “Class Roster”. The following screen will appear.
At this point you can either print the “print-friendly roll sheet” OR you can download the roster to an excel spreadsheet. Both options are at the top of the page.
Grades: Steps/Process

1. From the faculty/advisor tab, the following options will appear. Select **Final Grade and Attendance Hours - Enter**
   - Term Selection
   - CRN Selection
   - Class Roster
   - Wait List
   - Add/Drop Listing
   - Registration Drop/Withdraw
   - Final Grades and Attendance Hours - Enter
   - Faculty Schedule
   - Faculty Detail Schedule
   - Electronic Gradebook (by special permission)
   - Electronic Gradebook by Student (by special permission)

2. Next, **select the term**. The following message should appear:
   Select the Term for processing then press the Submit button.

   I understand I have access to student records that contain individually identifiable information, the disclosure of which is prohibited by the Family Educational Rights and Privacy Act (FERPA). I understand that the disclosure of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law and could be cause for disciplinary action including termination of my employment. I understand that by using Faculty Services I accept full responsibility for complying with the FERPA regulations.

   Select a Term: (Down arrow selection of terms) Click the applicable one for the semester/term for the grades you are about to enter

3. On the next tab will be the **CRN**, select the applicable course based on the CRN for the class you will be entering the grades

4. Next, **Final Grades Worksheet** – In this section,
   - instructors will enter the grades for each student in the class: There should be a down arrow with option of grades to be entered for each student.
   - If the student has stopped attending, the instructor will need to enter the last contact date with the student for students that a W.
   - Once completed, click the submit button.
   - Print out a copy of the grade sheet, sign, and submit to the Admissions & Records Office.
     For further questions or assistance, contact
     Veronica Cruz at 559-791-2228 veronica.cruz@portervillecollege.edu, or
     Janice Halopoff, 559-791-2269 jhalopof@portervillecollege.edu
   - Grades are due 3 business days after the last class meeting.
Porterville College Contacts:

Sam Aunai, Interim Vice President of Academic Affairs
Email: Sam.aunai@portervillecollege.edu
Phone: (559) 791-2307

Kailani Knutson, Dean of Instruction (College Point of Contact)
Email: KKnutson@portervillecollege.edu
Phone: (559) 791-2308

Erin Cruz, Director of Enrollment Services (College Point of Contact, Admissions)
Email: Ecruz@portervillecollege.edu
Phone: (559) 791-2332

Tamara Smee, Career & Technical Education Program Manager (Articulation & CATEMA)
Email: Tamara.smee@portervillecollege.edu
Phone: (559) 791-2299

Andrea Anaya, Admissions & Records Technician (Enrollment, Registration, etc.)
Email: Aanaya@portervillecollege.edu
Phone: (559) 791-2402

Dr. Joel Wiens, Faculty Liaison for Dual/Concurrent Instructors
Email: jwiens@portervillecollege.edu
Phone: (559) 791-2288
MEMORANDUM OF UNDERSTANDING
REGARDING DUAL ENROLLMENT
BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT AND THE
PORTERVILLE UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is between the Kern Community College District and its respective colleges ("KCCD"), and Porterville Unified School District ("DISTRICT"). For identification purposes only this MOU is dated.

RECITALS

WHEREAS, KCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

WHEREAS, DISTRICT is a Unified School District located in Tulare County;

WHEREAS, the parties desire to collaborate and provide college credit and stand-alone courses ("Courses");

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and KCCD;

WHEREAS, the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship regarding the subject Courses;

WHEREAS, this MOU contemplates that the parties will enter into a related course agreement (CA) for the individual subject Courses, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the parties intend for KCCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5;

WHEREAS, all Courses will be located within KCCD’s District boundaries;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. Recitals. The above recitals are incorporated herein and made a part of this MOU.

2. Effective Date and Duration. This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2016, or until duly modified or terminated by the parties.

3. Early Termination. This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material
breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice.

The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. Course Agreements. The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs pertaining to the Courses unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, KCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.

5. Certifications for State Apportionment Purposes
   A. DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
   
   B. KCCD certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
   
   C. The Board of Trustees of DISTRICT will pass a resolution during a regularly scheduled board meeting which will provide that the location where courses are being held under this MOU will be open to the public at all times when courses are in session. The resolution shall be in the form provided in attachment A to this MOU. This resolution shall provide that the provisions of Penal Code 627.2 do not apply to the DISTRICT facilities where courses are being held during those times when courses are in session.
   
   D. DISTRICT agrees and acknowledges that all courses held under the terms of this MOU must be open to the general public.
   
   E. DISTRICT will not pay KCCD for the full costs of offering any course under this MOU. DISTRICT agrees and acknowledges that KCCD will claim apportionment for the students enrolled in courses under this MOU. Full costs are defined as compensation covering 80 percent or more of the direct education costs for the course.
   
   F. If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the course is taught. The amount to be paid shall be specified in the CA.
6. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

A. Responsibilities of Each Party. KCCD policies and procedures apply and KCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to KCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.

B. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.

C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. KCCD will determine the performance objectives for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.

D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD guidelines, policies, pertinent statutes, and regulations. All students will be under the immediate supervision of an employee of KCCD. For purposes of this paragraph all DISTRICT employees who are teaching the courses shall be deemed to be employees of KCCD.

E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with KCCD guidelines, policies, pertinent statutes and regulations.

F. Right to Control and Direct Instructional Activities. KCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are DISTRICT personnel.

G. Minimum Qualifications for Instructors Teaching Courses. Instructors who are DISTRICT personnel shall either meet the minimum qualifications to provide instruction in a California community college, or shall work under the immediate supervision and control of a KCCD employee who has those minimum qualifications. The minimum qualifications shall be consistent with the requirements in other similar courses offered by KCCD and shall be published or otherwise listed by KCCD. All instructors shall meet the qualification requirements of Title 5 CCR sections 53410 and 58060.

H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to KCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. All courses will be held at facilities which are clearly identified as being open to the general public. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the District which will be used for courses under this MOU from the
provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this MOU.

I. **Equipment.** DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT’s sole property. The instructor shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students except as provided for by KCCD policies and practices. Students in a course who are not enrolled in DISTRICT shall be provided course materials, specialized equipment, and other necessary equipment as specified in KCCD Policies and the applicable student handbook.

J. **Enrollment.** Enrollment shall be open to any person who has been admitted to KCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by KCCD. Applicants must meet the standards and prerequisites of the KCCD.

KCCD will be responsible for processing student applications. KCCD will provide the necessary admission forms and procedures and both KCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

KCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist KCCD as reasonably necessary. A successful enrollment requires that each student has completed an enrollment application provided by KCCD, the application has been delivered to and accepted by KCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard KCCD student liability and medical care coverage, if applicable.

K. **Enrollment Fees.** Pursuant to KCCD Board Policy (Education Code Section 76300(f)) the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by KCCD.

N. **Records of Student Attendance and Achievement.** All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD.

O. **Ancillary Support Services for Students.** Both KCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.

P. **Courses Outside KCCD Boundaries.** For locations outside the geographical boundaries of KCCD, KCCD will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. concerning approval by adjoining high school or community college districts and use of non-district facilities.
7. **Liaison.** At no cost to the DISTRICT, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and DISTRICT. KCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the KCCD’s application procedures.

8. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

   A. **DISTRICT to Provide Support Services.** Unless otherwise provided for in a related CA, DISTRICT and KCCD will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be reasonably necessary.

   B. **DISTRICT is Responsible for its Own Personnel.** DISTRICT’s personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control. KCCD and District will work collaboratively to direct such activities.

9. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

   A. **KCCD to Select Instructors.** KCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with the DISTRICT.

   B. **District May Nominate Instructors.** DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor/staff nominees possess any Certificates or other training indicia that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.

   C. **KCCD Shall Determine Instructor Requirements.** KCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

   D. **DISTRICT is Responsible for its Own Personnel.** DISTRICT’s personnel will perform these services on duty time. DISTRICT personnel performing their services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control and direct such activities.
E. **Orientation Meeting.** Instructors shall attend an orientation meeting if scheduled and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.

F. **Instructor Agreement with KCCD.** All instructors who are DISTRICT employees must sign an agreement with KCCD which states that KCCD shall have the primary right of control over the instructor's activities while the instructor is teaching a course under the terms of this MOU.

G. **No Other Assigned Duties.** Instructors teaching courses under this MOU shall not have any other assigned duty while course instruction is taking place.

H. **Cost of Instruction.** If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the course is taught. The amount to be paid shall be specified in the CA.

10 **Instruction.** The instructional services provided by DISTRICT personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and course outlines and recommendations of experienced KCCD instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

All guest instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of KCCD.

11 **Facilities.** The parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related CA, although from time to time KCCD facilities may be utilized subject to mutual MOU by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies KCCD may have under law or otherwise.

12 **Workers' Compensation.** DISTRICT shall be the “primary employer” for all its personnel who perform services as instructors and support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this MOU or any related CA. DISTRICT is not responsible for non-District personnel who may serve as
instructors or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

13 **Indemnification.**

A. DISTRICT shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. KCCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that DISTRICT or KCCD may have under law and/or otherwise.

E. These provisions may not be voided, modified nor waived by any related CA.

14 **Insurance Requirements.**

A. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.
B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.

D. The parties acknowledge that both parties are permissibly self-insured under California law.

E. These provisions may not be voided, modified nor waived by a related CA.

15 Discrimination and Harassment. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

16 Entire Agreement. This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.

17 Amendment. The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

18 Waiver. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

19 Assignment. Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.

20 Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

Authority to Enter Into MOU. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.

Status of the Parties. Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.

Retention and Audit of Records. Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

Governing Law. This MOU will be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

KERN COMMUNITY COLLEGE DISTRICT

By:__________________________________________

Thomas J. Burke
Chief Financial Officer
2100 Chester Avenue
Bakersfield, CA 93301
(661) 336-5117

AGREED TO AND ACCEPTED:

PORTERVILLE UNIFIED SCHOOL DISTRICT

By:__________________________________________

John Snavely, Ed.D.
Superintendent
600 West. Grand Ave
Porterville, CA 93257
(559) 793-2400
Course Agreement

This course agreement is entered into between the Kern Community College District (KCCD) and Porterville Unified School District (DISTRICT) regarding a dual enrollment course to be taught at DISTRICT.

1. The memorandum of understanding (MOU) entered into by KCCD and DISTRICT is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this course agreement and the MOU the terms of the MOU shall govern.

2. The name of the course to be taught is: AGRI P104 Computer Applications in Ag

3. The name of the instructor for the course is: Amanda Larson

   The instructor is not an employee of DISTRICT.

4. KCCD shall reimburse DISTRICT for at least 25% of its direct cost in providing the services of the course instructor as provided in paragraph 9.H. of the MOU. The amount owed by KCCD to DISTRICT for this course is (fill in total dollar amount). This amount shall be due and payable by the end of the month following the conclusion of the course. This paragraph shall not apply if the instructor is provided by KCCD.

5. Classroom instruction for the course shall commence on or about August 24, 2015 and shall continue until the conclusion of the course on or about December 12, 2015. Classroom hours for the course shall be from 09:35 AM continuing until 11:00 AM, Mondays and Wednesdays. The campus or facility where the course is being conducted shall be open to the public for a period commencing 15 minutes prior to the start of classroom hours and concluding 15 minutes after the conclusion of classroom hours.

6. The approved curriculum and course outlines applicable to this course are incorporated herein as Attachment A to this agreement.

_________________________________________    __________________________
Thomas J. Burke       John Snavely, Ed.D.
Chief Financial Officer     Superintendent
Kern Community College District    Porterville Unified School District
Date:        Date:
Course Instructor Agreement

Whereas, Amanda Larson ("INSTRUCTOR") desires to teach a college course for the Kern Community College District (KCCD), and;

Whereas the KCCD desires that INSTRUCTOR teach a college course for KCCD as part of its dual enrollment program with the Porterville Unified School District (DISTRICT);

Therefore KCCD and INSTRUCTOR (collectively known as the PARTIES) agree as follows:

1. INSTRUCTOR shall at all times during the term of this agreement be an employee of DISTRICT.

2. INSTRUCTOR represents that it all times during the term of this agreement INSTRUCTOR shall meet the minimum qualifications for teaching a community college course as provided in 5 CCR 53400-53430 and applicable KCCD policy.

3. INSTRUCTOR is not an employee of KCCD.

4. INSTRUCTOR agrees that when INSTRUCTOR is providing instruction for a college course, KCCD shall have the primary right to control and direct the instructional activities of INSTRUCTOR. INSTRUCTOR shall be considered an employee of KCCD for the limited purpose of rendering instructional services under the terms of this agreement.

5. INSTRUCTOR shall comply with all applicable policies and procedures of KCCD in rendering instructional services under this agreement. INSTRUCTOR shall also comply with all applicable state and federal statutes and regulations in rendering services under this agreement.

6. INSTRUCTOR understands and agrees that INSTRUCTOR's performance under this agreement shall be evaluated by KCCD as provided in California Education Code Section 87663 (a).

7. The Memorandum of Understanding for Dual Enrollment between KCCD and District ("MOU") is incorporated by reference as if fully set forth herein. In the event of a conflict between this agreement and the MOU the provisions of the MOU shall prevail.