

**INSTRUCTIONAL SERVICES AGREEMENT FOR COLLEGE & CAREER
ACCESS PATHWAY COURSES BETWEEN
MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT AND**

Point Arena High School

This Agreement is made and entered into by and between the **MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as "DISTRICT"), and Point Arena High School

(hereinafter referred to as "AGENCY"), for the purpose of outlining the duties and responsibilities of each party as they relate to providing College & Career Access Pathway (hereinafter "CCAP"), dual enrollment courses through the AGENCY. DISTRICT and AGENCY mutually agree as follows:

I. RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall offer the following approved educational courses to be taught, supervised and administered through the AGENCY for the Spring 2026 semester.

Course Name	Course #	Section #	Start Date	End Date	Time	Day	Instructor	Units

- B. These educational courses will be offered by the DISTRICT and taught by DISTRICT employed and supervised faculty. The provisions of this Agreement do not apply to the supervision of these instructors, nor to the compensation to the agency for the instruction provided as the instructors will be paid directly by the DISTRICT for the Spring 2026 semester.

Course Name	Course #	Section #	Start Date	End Date	Time	Day	Instructor	Units
Astronomy	AST-200	9025	1/20/2026	5/22/2026	11:05AM-11:55AM	TTH	May Benson-Martin	3.0
			1/20/2026	5/22/2026	11:05AM-11:55AM	F (ZOOM)		
			1/20/2026	5/22/2026	NET			
Astronomy Observation	AST-200L	9027	1/20/2026	5/22/2026	NET		May Benson-Martin	1.0
Cultural Anthropolgy	ANT-201	9057	1/20/2026	5/22/2026	2:20PM-3:10PM	MTTH	Tobias Green	3.0
			1/20/2026	5/22/2026	NET			

- C. DISTRICT shall provide staff to work with the AGENCY.
- D. DISTRICT shall assist the AGENCY in registration and other support services to students in order to adequately manage and control its course offerings. All students enrolled in the CCAP courses described above in Paragraph I (A and B) shall be exempt from the following community college fee requirements as prohibited by EC 49011: Students Representation Fee, Nonresident Tuition Fee, Transcript Fee, Course Enrollment Fees, Health Services Fee. The DISTRICT shall grant priority enrollment and registration, that is equivalent to the priority assigned to a student attending a middle college high school as described in EC 11300. Students shall otherwise be subject to the same registration policies, procedures, rules and regulations as any other students of the District, including, but not limited to, Family Education Rights and Privacy Act, (FERPA) grading policies, discipline policies, fee and registration policies, FERPA and attendance policies. Students seeking to enroll in the courses described above in Paragraph I (A and B) shall be subject to the exceptions and additional requirements described below.
- E. DISTRICT shall approve of the selection of instructors, and evaluate the quality of instruction to ensure that it meets the needs of the students, the requirements of the Course Outline of record and the accreditation requirements of the DISTRICT.
- F. DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations (hereinafter referred to as "Title 5") and State of California Education Code (hereinafter referred to as "Education Code") requirements.
- G. DISTRICT shall obtain the records of student attendance from the INSTRUCTOR.

II. RESPONSIBILITIES OF AGENCY

- A. AGENCY shall provide classroom space at the following location:
270 Lake St. Point Arena, CA 95468
- If the location is outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirement of Title 5, sections 55230-55232 concerning approval by adjoining community college districts and use of non-District facilities.
- B. AGENCY shall provide instructors to conduct courses described in Paragraph I (A).
- C. AGENCY shall provide facilities, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the courses described in Paragraph I (A and B).
- D. AGENCY shall provide instructors who teach, supervise and evaluate students in accordance with existing DISTRICT policies, procedures and accreditation requirements of the DISTRICT.
- E. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to the Education Code and Title 5 mandated standards governing instructional programs, including class hours sufficient to meet performance objectives.
- F. AGENCY shall use the money received as compensation for services under this Agreement for the purpose of providing education and training to the students enrolled in its courses.
- G. Enrollment in the courses described in Paragraph I (A and B) and included in the CCAP partnership agreement, which are offered during the school day at one or more AGENCY campuses, shall be limited to CCAP participants and shall not be open to the general public. Courses which are not covered by the CCAP agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. Cal. Code Regs., Title 5, §§ 51006, 58106.
- H. AGENCY shall ensure that the faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course, and that students are held to a comparable level of rigor.

III. PAYMENT FOR SERVICES

- A. In consideration for the services provided hereunder, DISTRICT shall pay the AGENCY \$500 per unit of instruction and \$250 per non-credit course for courses with 12 or more enrolled students, \$400 per unit of instruction and \$200 per non-credit course for courses with 9-11 enrolled students, and \$300 per unit of instruction and \$150 per non-credit course for courses with 6-8 enrolled students. Cooperative work experience courses will be paid at \$40 per enrolled student, independent of units taken. It is recognized by the contracting parties that a portion of the aforementioned payment will compensate the AGENCY for the AGENCY's provision of facilities, per item I.I.A., as well as AGENCY's instructional staff.
- B. DISTRICT shall pay the AGENCY upon submission of valid invoices as follows: DISTRICT will pay AGENCY no later than 45 days after the completed enrollment applications, invoice, instructor resume(s), course outline, course announcement, and completed course roster have been presented to the DISTRICT.
- C. Instructional hours are defined as those hours that are reported on the DISTRICT's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT's independent auditor, the AGENCY, and the California Community Colleges Chancellor's Office.

IV. MISCELLANEOUS

- A. If any of the provisions of this Agreement are found to be, or become contrary to State law or regulations or court decisions, DISTRICT and the AGENCY agree that the Agreement shall be renegotiated as it relates to said provision, without affecting the balance or intent of this Agreement.
- B. The DISTRICT agrees to indemnify and hold harmless the AGENCY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from DISTRICT's negligent acts, errors or omissions and for any cost or expense incurred by the AGENCY on account of any claim thereof.
- C. The AGENCY agrees to indemnify and hold harmless the DISTRICT and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from the AGENCY's negligent acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim thereof.

- D. The term of this Agreement shall be for a period of time commencing on 1/20/2026 and terminating on 5/22/2026. Notwithstanding the foregoing, DISTRICT may terminate this Agreement with or without cause, upon 30 days' written notice given to the AGENCY.
- E. The DISTRICT will provide its standard student accident insurance coverage for students enrolled in DISTRICT courses. AGENCY, its employees and agents release the DISTRICT from liability for claims arising due to illness or bodily injury in excess of this standard coverage.
- F. Both parties will ensure that ancillary and support services are provided for students (e.g., counseling, guidance, placement assistance).
- G. AGENCY shall pay for textbooks, course material fees, supplies and equipment needed to participate in the course.
- H. Both the AGENCY and DISTRICT, by executing this Agreement, certify that the instructional activity to be conducted will not be fully funded by other sources. (Title 5, California Code of Regulations, §58051.5; Ed. Code §84752.)
- I. Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid to the following address:

DISTRICT: Mendocino-Lake Community
College District
1000 Hensley Creek Rd
Ukiah, CA 95482

AGENCY: Point Arena High School
270 Lake St.
Point Arena, CA 95468

DISTRICT 
(Name and Title) Amanda Xu, Dean of Centers
DISTRICT 
(Name and Title) Debra Polak, VP of Academic Affairs
DISTRICT _____
(Name and Title) _____

AGENCY 
(Name and Title) Marc Felix, Principal
AGENCY 
(Name and Title) Warren Galletti, Superintendent
AGENCY _____
(Name and Title) _____

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Final Audit Report

2025-12-03

Created:	2025-12-03
By:	Christine Samaniego (csamaniego@mendocino.edu)
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 Agreement completed.

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