

Instructional Services Agreement

This Agreement, made and entered Between the **Glendale Community College District**, hereinafter referred to as the "District", and the Institute of Heating & Air Conditioning Industries, Inc. hereinafter referred to as "IHACI";

Recitals

WHEREAS, The purpose of this contract is to establish a Glendale Community College/ IHACI Energy Efficiency model training program (hereinafter "GCC/IHACI Model AB 32 Program" intended to provide, in addition to an approved curriculum, additional elements (e.g. , credits for classes, accreditation and minority and local resident access) to target student populations served by the Glendale Community College and IHACI that address training elements being recommended to the CEC/CPUC, as a required element of IOU training to satisfy AB 32 and Title 24 requirements in the energy efficiency HVAC market. This Agreement is based upon the following recitals:

- A. District will provide vocational education classes, for selected eligible students of the District and employees of heating and air conditioning employers within the state, through this Agreement.
- B. District has the authority under Education code Section 70902 to establish and maintain education and service.
- C. Pursuant to California Education Code Section 8092, Title 5, California Code of Regulations 55600, et seq., the State Plan for Vocational Education, and the Federal Vocational and Certificated Technology Education Act, the Glendale Community College District Board of Trustees has determined the appropriateness of offering vocational education programs by contract.
- D. The specific courses of this instruction shall be mutually agreed upon, in writing, prior to the beginning of each academic year.
- E. The District has conducted a job market study of the labor market area and determined that the results justify these classes in accordance with Education Code Section 78015.
- F. It is mutually agreed that both IHACI and the District will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).

G. District and IHACI do hereby certify that they do not receive full compensation for the direct education costs incurred by GGC of GCC/IHACI Model AB 32 Program” from any other public or private agency, individual or group.

H. District and IHACI desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code Section 81160.

THEREFORE, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

Agreement

Article 1. Classes

The courses of instruction and the outlines of record for such courses are described as, but not limited to:

- A. North American Technician Excellence (NATE) certified technician
- B. Heating, Ventilation and Air Conditioning (HVAC) Equipment and Systems

These courses have been approved by the District's curriculum committees as meeting Title 5 course standards and the courses have been approved by the Board of Trustees. Numbers of class hours are sufficient to meet performance objectives. Students may withdraw prior to completion of course or program:

Article 2. Responsibilities of the District

A. Instruction and Curriculum

1. The District is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
2. IHACI will use the IHACHI owned and published District approved curriculum for instruction provided under this agreement.
3. The District will oversee the instructional program under this agreement .
4. District will register students and these records shall be available for review at all times.
5. Enrollment in the course(s) must be open to any person who has been admitted to the College/District and has met any applicable prerequisites (Title 5 Sections 51006 and 58106).

6. The District policy on open enrollment is published in the college catalogue, schedule of classes, and any addenda to the schedule of classes along with a description of the course and information about whether the course is offered for credit and is transferable (Title 5 Sections 51006 and 55005).
7. Degree and certificate programs are approved by the State Chancellor's Office and courses that make up the programs are part of the approved programs, or the College/District has received delegated authority to separately approve those courses locally.
8. Records of student attendance and achievement will be maintained by the District. Records will be open for review at all times by officials of the College/District and submitted on a schedule developed by the District.
9. Instruction to be claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in vocational subject for a California Community College (Title 5, Section 58058).
10. Where the Instructor is not a paid employee of the District, District shall enter into a written agreement with the instructor and demonstrate control through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
11. District shall provide IHACI with the list of minimum qualifications for instructors teaching the courses covered by this Agreement and that the qualifications are consistent with requirements in other similar courses given at the District.

Article 3. Responsibilities of IHACI

A. Instruction and Curriculum

1. All courses are open to enrollment by any student who has been admitted to the District subject to facility or other proper limitations on enrollment.
2. IHACI will maintain current accurate records of student attendance and progress, and consents to inspection by authorized representatives of the District, the California Community College Board of Governors, the Bureau of School Approval and other persons or entities as required by law.
3. All courses under this Agreement will meet applicable State Criteria and standard and/or approval.
4. IHACI shall organize and provide class schedules, and monitor students.
5. IHACI will require instructors to complete any training mandated by the State of California for instructor credentialing.

6. IHACI will provide but not be limited to guest lecturers, equipment, materials, day-to-day management support and other related services necessary to conduct these continuing education classes.
7. Where the instructor is not a paid employee of the District, the instructor must meet the appropriate qualifications as determined by the Glendale Community College District. The instructor will sign a separate contract with the District. The District shall retain the right to assure itself that the IHACI curriculum is being delivered as approved.
8. IHACI shall provide clerical support to maintain training records.
9. IHACI shall assist the District with student registration procedures, associated paperwork, and other support services to adequately manage and control the course curricula and student population.
10. IHACI shall provide funds for and administer instructor workshops. The IHACI's financial resources are adequate to ensure operation for the duration of this Agreement, and IHACI has sound administrative policies and adheres to Glendale Community College District's compliance with State Regulations: Titles VI and 1964; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1990, and does not discriminate on the basis of race religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, ethnic group identification, sexual orientation or status as a Vietnam-era veteran, in any of its policies, procedures, or practices.
11. IHACI and all of their employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

B. Facilities, Equipment and Supplies

1. IHACI shall provide and maintain classroom space at various facilities for use as off-campus sites by the District for mutually agreed upon courses to be provided.
2. If said facilities are off-campus, they are hereby designated as off-campus facilities pursuant to Labor Code Section 3074.
3. Courses must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5).
4. If the classes are to be located outside the boundaries of the District, the District must comply with the requirement of Title 5, Sections 55230 through 55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.

5. IHACI's physical facilities meet requirements for state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance.
6. IHACI shall provide instructional supplies and materials.

Article 4. General Provisions

- A. This Agreement shall commence with the regular school term starting February 2015 and continue until terminated by either party upon proper notice.
- B. This Agreement may be terminated effective the end of the semester by either party providing a minimum sixty (60) Days written notice of their intent to terminate or not to renew the agreement. Renewal is subject to the terms of Article 4, Paragraph H set forth below.
- C. It is agreed that IHACI and/or any employee or agent of IHACI is acting as an independent entity and not as an agent or employee of the said District. IHACI shall be solely responsible for the salaries and other benefits including Liability Insurance, Workers' Compensation Insurance and or any other insurance coverage for personnel and students.
- D. The District does not receive full funding for the instruction from the State or other sources. It is the intent of this Agreement that the District and IHACI combine their resources to provide the instruction that would not have been possible but for the combination of resources of all the parties of this Agreement. The funds received/paid by either party under this Agreement must be more than a trivial amount used to augment the instruction program.
- E. The District will pay to IHACI \$3.50/instructional hour for each registered student to support the instruction of the program on an annual basis. So if there were 50 students registered in the ITECH 200 Nate Certification Core Training class, the District would pay IHACI \$6,300 (50 students x 36 hours x \$3.50/hour) for this class. IHACI shall submit and certify an annual statement and billing to the District by the last day of the fiscal year (June 30th) for which contracted instruction is given, including a daily tally of certified training attendance hours by individual student enrollment utilizing the College/District Attendance and Training Report Forms. The per-student amount shall not exceed the total direct and indirect costs to provide the same training in the District. There shall be no additional tuition charged for any program included in the Agreement. Students must be certified to the District for attendance purposes during the preceding month at the City's place of instruction, be in good standing at

the College/District, and demonstrate satisfactory progress in the coursework.

- F. IHACI will pay to the District \$125 per registered student enrolled in any of the following classes:

ITECH 200 NATE Certification Core Training

IHACI will pay to the District \$56 per registered student enrolled in any of the following classes:

ITECH 201 CAQI/QM/QS Electrical Module
ITECH 202 CAQI/QM/QS System Diagnostics Module
ITECH 203 CAQI/QM/QS Refrigeration Module
ITECH 204 CAQI/QM/QS System Performance Module
ITECH 205 CAQI/QM/QS Air Distribution Module
ITECH 207 CAQI/QM/QS System Economizer Module

This payment will be applied for student fees, oversight and administrative costs for the program on an annual basis. The District will invoice IHACI an invoice by the last day of the fiscal year (June 30th).

- G. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by IHACI without the prior written consent of both parties.
- H. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon giving notice referred to in Article 4, Paragraph B set forth above. Such notice shall be personally served or given in the United States Mail.
 - 1. Emergency conditions resulting from acts of GOD.
 - 2. Non-performance of the terms of this Agreement
- I. It is agreed that the District will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide IHACI with a statement of earnings at the end of each calendar year.
- J. IHACI certifies that they are aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation. IHACI shall provide workers' compensation and professional liability insurance or self-insure its services.
- K. IHACI shall indemnify, and hold harmless the District and its agents, servants and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever

