



## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**") is made and entered into effective as of **April 1, 2017** ("**Effective Date**"), by and between **BASSETT UNIFIED SCHOOL DISTRICT**, a public agency of the State of California ("**District**"), and MT. SAN ANTONIO COLLEGE, a community college of the State of California ("**College**").

### RECITALS

WHEREAS, District recognizes the need to meet the diverse needs of its students by providing interactive and collaborative educational opportunities that contribute to life-long educational opportunities; and

WHEREAS, College and District desire to make available to District's high school students, as part of District's options for summer school, a program of summer instruction developed and supervised by College ("**Program**") to stimulate student study and achievement; and promote successful completion of high school courses; and

WHEREAS, College and District desire to set forth the terms upon which College will provide the Program to District students at various District high school sites and District will make available its facilities for such purpose, all for the mutual benefit of the parties hereto (the "**Parties**") and in furtherance of their respective missions.

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the Parties agree as follows:

1. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date, shall include an annual review, and shall terminate on **March 31, 2020**, unless earlier terminated pursuant to **Section 9** hereof.
2. Responsibilities of College.
  - 2.1. During the Term, College shall be responsible for the development, organization, and implementation of the Program curriculum at District high school sites during District's summer session ("**Summer Session**"), under the direction of a qualified College instructor, with course content sufficient for enrolled students who obtain a passing grade to obtain high school credit towards graduation from District.
  - 2.2. College shall provide updates or changes relating to the Program and a list of approved course titles to District no later than the February immediately preceding

the commencement of the Summer Session for submission to District's governing board, and shall cooperate with District in determining Program course scheduling for the Summer Session.

- 2.3. College shall provide all instructors who are college employees and are responsible for duties specifically assigned as part of their instructional duties as determined by the College.
- 2.4. College also shall hire District employees to serve as school site coordinators and essential classified staff for the Program.
- 2.5. College shall advertise Program courses offered and registration dates at District high school sites and on College's Continuing Education website.
- 2.6. College shall conduct Summer Session registration for Program courses at each of the participating District high school sites set forth in **Exhibit "A"** attached hereto.
- 2.7. College shall provide the cooperation and counsel of its administration and staff in the conduct of the Program.
- 2.8. College shall designate a College employee to serve as the Academic Administrator and liaison to the Program.
- 2.9. College shall provide the Program at no cost to District or District students and College shall not be entitled to any compensation or benefit from District of any kind or type.
- 2.10. College shall dedicate funding to each participating District school site for operating expenses of the Program including, but not limited to, expenses of photocopying available to be done at the College and appropriate instructional supplies.
- 2.11. In providing the Program, College shall comply with District's policies respecting confidentiality of District student information and the provisions of the Family Educational Rights and Privacy Act ("**FERPA**") and FERPA implementing regulations at 34 C.F.R. Part 99.
- 2.12. In Providing the Program, the College will defer to District policies regarding student conduct, discipline, and school safety, which are consistent with and regulated by California Code of Regulations and State Board of Education (California Education Code 35291, 35291.5; State Board of Education Policy #01-02).
- 2.13. College and College's employees participating in the Program under this Agreement shall comply with all provisions of Education Code Section 45125.1, and all of District's and College's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with District students, including, without implied limitation, prior to coming onto District school grounds or having any contact with District's students in locations other than District school grounds. College shall conduct criminal background checks of all its employees participating in the Program under this Agreement, and shall certify that none of the College

employees who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with District students pursuant to this Agreement has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.

- 2.14 College and College employees serving as coordinators or support staff in the Program under this Agreement will adhere to the College's reporting structure; and will further refer all personnel issues to the College's designated Academic Administrator.

#### Responsibilities of the District

- 3.1. District shall provide classroom/instructional facilities suitable for the Program at the participating District high school sites.
- 3.2. District shall cooperate with College in determining Program course scheduling for the Summer Session; specifically, the District will provide a list of intended course offerings by a mutually agreed upon date.
- 3.3. District shall list Program courses and registration dates in its high school Summer Session schedule of courses.
- 3.4. District shall designate a District employee to serve as liaison to the Program who shall be the **District Administrator**.
- 3.5. The District's school-site personnel will assume responsibility for student conduct issues; disciplinary measures due to student infractions will be at the discretion of the District as regulated by District policies and California and State Board of Education regulations regarding conduct, discipline, and school safety.
- 3.6. The District's Summer School designee or liaison will be responsible for recognizing the College's reporting structure; and will thus, defer personnel issues to the College's Academic Administrator.
4. Non-Discrimination. In the performance of this Agreement, the Parties shall not discriminate on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.
5. Relationship of the Parties. The Parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between the Parties and neither Party shall have the authority to bind the other Party in any respect.
6. Insurance. Each Party shall maintain for the duration of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the Party

of the indemnity provisions set forth in this Agreement. Each party shall provide the other party a certificate of insurance upon request. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

7. Indemnity.

7.1. Each party agrees to hold harmless, defend, and indemnify the other, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to , and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party, its officers, employees, boards, volunteers, or agents.

8. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

COLLEGE:

Mt. San Antonio College  
1100 North Grand Avenue  
Walnut, CA 91789  
Attn: Irene Malmgren, Ed.D  
Vice President, Instruction

DISTRICT:

Bassett Unified School District  
904 North Willow Avenue  
La Puente, CA 91746  
Attn: Debra French  
Assistant Superintendent, Educational Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Termination. Except as provided in this Agreement, this Agreement may be terminated by either Party, for any reason, during the Term of this Agreement by giving ninety (90) days written notice to the other Party.

10. Integration. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the Parties has relied upon any oral or written representation or oral or written information given to the Party by any representative of the other Party.
11. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.
12. Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.
13. Construction of Agreement. This Agreement shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.
14. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
15. Attorneys' Fees. In the event that any action is brought by either Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
16. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties.
17. Authority. College has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the persons who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

19. Education Code Section 17604. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the DISTRICT/COLLEGE until approved or ratified by motion of the Board of Trustees of the College and the Board of the District duly passed and adopted.
20. APPROVED SIGNATURE. THIS AGREEMENT IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT/COLLEGE UNTIL SIGNED BY THE SUPERINTENDENT/CEO OR THE SUPERINTENDENT/CEO's APPROVED DESIGNEE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MT. SAN ANTONIO COLLEGE  
a community college of the  
State of California



Signature

Dr. Irene Malmgren, Ed.D.  
Print Name

Vice President, Instruction  
Title

BASSETT UNIFIED SCHOOL  
DISTRICT  
a public agency of the State of California



Signature

Debra French  
Print Name

Assistant Superintendent, Educational Services  
Title

Mt. San Antonio College  
Board Approved: March 8, 2017

Bassett Unified School District  
Board Approved: \_\_\_\_\_

**EXHIBIT "A"**  
**Participating District High School Sites**

BASSETT HIGH SCHOOL  
755 Ardilla Avenue  
La Puente, CA 91746