

INSTRUCTIONAL SERVICE AGREEMENTS (ISA)

Instructional Services Agreements

Community colleges may claim FTES for classes given through instructional service agreements/contracts (ISA's) provided Education Code and Title 5 requirements are met.

Standard Contract Language

In order to insure compliance with state requirements, all colleges are required to utilize the standard ISA contract (Part A) in Exhibit 1. In addition, a separate contract (Part B) must be made between the District and the On-Site Supervisor. The contracts should be completed to address the terms and conditions of the contract, but the standard language may not be altered or deleted without management's approval.

Compliance Reporting Requirement

Each college must review and submit a compliance report to the District Office Finance Department for both the initial contract and the annual contract renewal. The compliance report must address all 16 areas of compliance discussed below. The report may be prepared electronically using Exhibit 2 and submitted via e-mail. College staff must certify full compliance with all requirements.

Legal Requirements for Instructional Service Agreements

The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), 58100-58106 and Education Code Section 78015.

Title 5 regulations can be found at www.calregs.com.

Education Code references can be found at <http://www.leginfo.ca.gov/calaw.html>.

Contract Guide for ISA's

This guide, prepared by the California Community Colleges Chancellor's Office, paraphrases applicable sections of Title 5 and applies only to classes conducted in a cooperative arrangement with public agencies. The following checklist should be used as a guide in the preparation of agreements or contracts:

1. The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.
2. The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.
3. The agreement/contract contains procedures, terms and conditions relating to:
 - a. enrollment period;
 - b. student enrollment fees;
 - c. the number of class hours sufficient to meet the stated performance objectives;
 - d. supervision and evaluation of students; and
 - e. withdrawal of students prior to completion of a course or program.

4. Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.
5. Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subject in a California community college.
6. Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor 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.
7. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.
8. The course must be held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106) The district policy on open enrollment must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005).
9. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.
10. The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.
11. Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.
12. Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.
13. It is agreed that both contractor and community college district will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).
14. The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.

15. The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
16. If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.

**MASTER INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
AND**

[Insert Agency Name] - **Part A**

This Agreement is made and entered into by and between the CONTRA COSTA COMMUNITY COLLEGE DISTRICT (hereinafter “DISTRICT”), and the [Insert name of Agency] (hereinafter referred to as “AGENCY”), for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated educational 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 AGENCY

Course Name	Course Number	Time	Days/Hours	Instructor	Location

- B. DISTRICT shall provide a coordinator to work with the AGENCY’s Training Coordinator. Said coordinator shall act as the Training Co-Director for all DISTRICT-sponsored educational courses taught through AGENCY.
- C. 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 courses described above in Paragraph A shall pay the same fees and shall be subject to the same registration policies, procedures, rules and regulations as any other students of the District, including, but not limited to, grading policies, discipline policies, fee and registration policies, and attendance policies. Students seeking to enroll in the courses described above in Paragraph A shall be subject to the exceptions and additional requirements described below.
- D. DISTRICT shall approve of the selection of instructors, facilitators, and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of DISTRICT. A list of instructors, their qualifications to teach the courses listed above in Paragraph A, and a description of the evaluation process to be used, are attached hereto as Exhibit A.
- E. 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.

- F. The DISTRICT hereby certifies that it is not receiving full compensation for the direct education costs of the courses described herein from any public or private agency, individual or group. The DISTRICT is responsible for obtaining certification verifying that the instructional activities are not fully funded by other sources. (Title 5, § 58051.5; Ed. Code, § 84752)

II. RESPONSIBILITIES OF AGENCY

- A. AGENCY shall provide classroom space at the following location: _____ . This facility is clearly identified as being open to the general public [Title 5, § 58015.5). 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, facilities, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the courses described in Paragraph I.(A). The list of instructors and their qualifications is attached hereto as Exhibit B.
- C. AGENCY shall provide instruction, supervision and evaluation of students in accordance with existing DISTRICT policies, procedures and accreditation requirements of the DISTRICT.
- D. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to the Education Code and Title 5 mandated standards governing instructional programs, including class hours sufficient to meet performance objectives.
- E. AGENCY shall use the money received as compensation for services under this contract for the purpose of providing education and training to the students enrolled in its courses.
- F. AGENCY shall assist DISTRICT in collecting all instructional fees associated with the class offerings under this contract by providing a listing of students by name scheduled to attend each course. Upon completion of the course, AGENCY will provide an alphabetical listing with students' name, social security, daily course hours attended, total hours attended, grade (credit/no credit), course name, course number, dates of instruction and the ON-SITE SUPERVISOR's signature along with the completed applications and an invoice for payment. (sample to be sent separately)
- G. AGENCY shall maintain records of student attendance and achievement. These records will be open for review at all times by officials of the DISTRICT in accordance with existing policies related to student records.

- H. Enrollment in the courses described in this Agreement shall be open to any person who has been admitted to the college and has met the applicable prerequisites (Title 5, § 51006, 58106). Any publications by DISTRICT or AGENCY advertising the courses specified in this Agreement shall include the DISTRICT's policy on open enrollment, as well as a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, § 55005).
- I. 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 \$____ per student instructional hour that is eligible for state general apportionment. It is recognized by the contracting parties that a portion of the aforementioned instructional hourly rates include payment to AGENCY for the AGENCY's provision of training facilities, per item II.A., as well as AGENCY's instructional staff.
- B. For fiscal year _____, said hours shall not exceed _____ FTES, or \$_____ unless mutually agreed prior to July 1.
- C. Any subsequent years' student instructional hour cap shall be determined at least sixty (60) days prior to the start of the next fiscal year.
- D. 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.
- E. 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.
- F. Under no circumstances may the AGENCY charge students any fees above and beyond the enrollment fee authorized by Education Code section 76300 (currently \$26 per unit), and/or any other fees not specifically authorized by law. (Title 5, California Code of Regulations, §51012.)

- G. Both the AGENCY and DISTRICT, by executing this contract, certify that the instructional activity to be conducted will not be fully funded by other sources. (Title 5, California Code of Regulations, §58051.5.)

IV. MISCELLANEOUS

- A. If any of the provisions of this contract are found to be, or become contrary to State law or regulations or court decisions, DISTRICT and the AGENCY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.
- 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 therefor.
- 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 therefor.
- D. The term of this Agreement shall be for a period of time commencing on _____ and terminating on _____. This agreement may be extended for additional periods of one (1) year upon agreement in writing by both parties. Notwithstanding the foregoing, DISTRICT may terminate this contract with or without cause, upon 30 days' written notice given to the AGENCY.
- E. If students withdraw prior to completion of a course, the DISTRICT shall pay only for the instructional hours which the student completed which are eligible for state apportionment.
- F. The DISTRICT will provide its standard student liability and medical care coverage for students attending AGENCY classes. 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.
- G. Both parties will ensure that ancillary and support services are provided for students (e.g., counseling, guidance, placement assistance).

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 prepared to the following address:

DISTRICT: Contra Costa Community College District
500 Court Street
Martinez, CA 94553

AGENCY: _____

CONTRA COSTA COMMUNITY COLLEGE DISTRICT	[AGENCY]
Vice Chancellor, Administrative Services	[authorized representative]

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
LOS MEDANOS COLLEGE
500 Court Street
Martinez, CA 94553

**Instructional Services Agreement - Part B
Agreement with On-Site Supervisor**

This agreement is made and entered into this _____ [day] of _____ [month/year], by three parties: The Contra Costa Community College District (hereinafter "DISTRICT"), the [Agency Name] (hereinafter "_____" or "Agency") and [name of Agency on-site supervisor] (hereinafter "ON-SITE SUPERVISOR") an employee of _____ [Agency] who is being assigned to the DISTRICT on a part-time basis pursuant to Title 5, California Code of Regulations, section 58058(b), and shall be an employee of the DISTRICT on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the DISTRICT has conducted a job market study of the labor market area, and has determined that the results justify the proposed vocational education program (Education Code section 78015); the degree and/or certificate program has been approved by the State Chancellor's Office; the courses have been approved by the District's curriculum committee as meeting Title 5 course standards, the DISTRICT needs supervisory and instructional services with regard to instruction for classes offered by the DISTRICT in cooperation with the _____ [Agency], subject to the terms and conditions set forth in the separate master agreement between _____ [Agency] and the DISTRICT; and

WHEREAS, the _____ [Agency] has the experience, training, equipment and other resources, and staff necessary to provide training and instruction in the area of [insert description of training program] to DISTRICT students. Such training will be structured and designed to qualify DISTRICT students for job opportunities in the field of [insert description of vocation] and,

WHEREAS, [Agency's] ON-SITE SUPERVISOR agrees to be assigned to the DISTRICT as an at-will and uncompensated temporary academic employee of the DISTRICT to competently provide executive services with regard to supervision and/or instruction for classes offered by the DISTRICT in cooperation with the [Agency]; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, section 58058(b);

NOW, THEREFORE, the three parties to this Agreement hereby agree as follows:

1. The [Agency's] ON-SITE SUPERVISOR is an employee of the [Agency] who shall meet "Minimum Qualifications" for the academic position of [Agency's] ON-SITE SUPERVISOR as established by the DISTRICT and as determined by the DISTRICT. The minimum qualifications are attached hereto as Exhibit A.

2. [Agency's] ON-SITE SUPERVISOR is professionally and specially trained and competent to provide the supervisory and/or instructional services required by the DISTRICT. His/her CV or resume is attached hereto as Exhibit B.
3. While the [Agency's] ON-SITE SUPERVISOR is performing the required supervisory and/or instructional services for the DISTRICT, he/she shall be under the direct control and direction of the DISTRICT and shall be a temporary academic employee of the DISTRICT. The DISTRICT retains the sole right to select, assign, evaluate, discipline and terminate the ON-SITE SUPERVISOR at any time.
4. The ON-SITE SUPERVISOR shall be an at-will and uncompensated temporary academic employee of the DISTRICT during the hours of assignment to the DISTRICT and may be terminated at any time for any reason and without cause by the DISTRICT.
5. The ON-SITE SUPERVISOR's job description is attached hereto as Exhibit C. The ON-SITE SUPERVISOR shall at all times comply with the supervisory and/or instructional requirements outlined in Title 5, California Code of Regulations, section 58055, which require direct instruction by the ON-SITE SUPERVISOR except in limited circumstances. The ON-SITE SUPERVISOR's responsibilities and duties as an employee of the DISTRICT shall include, but are not limited to, the following:
 - a. Ensure that training time is expended in full compliance with the course objectives determined by the DISTRICT.
 - b. Ensure the safety and well-being of students.
 - c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
 - d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.
 - e. Ensure the immediate notification to the Co-director of a student drop rate.
 - f. Ensure the proper and timely assignment, scheduling and notification of facilitators.
 - g. Ensure the complete, accurate and timely evaluation of facilitators.
 - h. Ensure regular attendance at periodic staff meetings with DISTRICT employee who serves as Co-director.

- i. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the Co-director for approval.
 - j. Ensure accurate and current daily student attendance records.
 - k. Ensure the effective use of instructional methods, technology, testing and remediation.
 - l. Ensure the accurate calculation of final student grades and the prompt submission of them to the Co-director within two weeks of course completion.
 - m. Ensure the competent and prompt completion of all other assigned duties.
 - n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
 - o. Be familiar with and comply with all relevant DISTRICT policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
6. The [Agency] shall indemnify and hold harmless the DISTRICT and its authorized agents, officers, and employees against any and all claims and actions arising from the ON-SITE SUPERVISOR's or [Agency's] negligent, reckless or intentional acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefor.
7. The DISTRICT shall provide no compensation to the ON-SITE SUPERVISOR for any services rendered pursuant to this Agreement, but compensation, as well as workers' compensation insurance, shall be provided by the [Agency] in accordance with its established and standard practices.
8. For purposes of indemnification and defense of any claims, actions or lawsuits, the ON-SITE SUPERVISOR shall be considered an employee of the DISTRICT only during those times when he/she is actually performing on behalf of the DISTRICT the responsibilities and duties listed in this Agreement at the work place assigned by the DISTRICT.
9. This Agreement may be terminated at any time by the DISTRICT within the sole and exclusive discretion of the DISTRICT upon written notice to the [Agency] and the ON-SITE SUPERVISOR. This Agreement may be terminated upon thirty (30) days' prior written notice to DISTRICT by either the [Agency] or the ON-SITE SUPERVISOR within either's sole and exclusive discretion.

ON-SITE SUPERVISOR

Dated: _____

[AGENCY] DIRECTOR

Dated: _____

Approved by the CCCC CD Governing Board:

[Date]

By _____
Eugene Huff, Associate Vice-Chancellor
CCCCD, Human Resources

Dated: _____

Contract Guide for Instructional Service Agreements

Contractor: _____ Contract: # _____ Contract Period: _____

Compliance Requirement	Documentation	By:	Date:
<p>1. Job/Labor Market Study The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.</p>	<p><i>(Attach job/labor market study)</i></p>		
<p>2. Written Agreement/Contract Defining Responsibilities The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.</p>	<p>Standard Contract, Part A, Section # _____</p>		
<p>3. Written Agreement/Contract Provisions The agreement/ contract contains procedures, terms and conditions relating to</p> <ul style="list-style-type: none"> 1) enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objectives; 4) supervision and evaluation of students; and 5) withdrawal of students prior to completion of a course or program. 	<p>Standard Contract, Part A, Section # _____</p>		
<p>4. Cancellation Provisions Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.</p>	<p>Standard Contract, Part A, Section # _____</p>		
<p>5. District Supervision of Instruction Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5,Section 58058) who has met the minimum qualifications for instruction in vocational subject in a California community college.</p>	<p>Standard Contract, Part A, Section # _____</p>		
<p>6. Written Agreement/Contract With Each Instructor Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor</p>	<p>Standard Contract, Part B, Section # _____ <i>(Also attach individual</i></p>		

Compliance Requirement	Documentation	By:	Date:
<p>conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor 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.</p>	<p><i>instructor agreements)</i></p>		
<p>7. Minimum Qualifications for Instructors The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.</p>			
<p>8. Facilities Open to the Public The course must be held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106) The district policy on open enrollment must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)</p>	<p>Standard Contract, Section # _____</p>		
<p>9. State Chancellor's Office Approval for Degree and Certificate Programs Degree and certificate programs must have been approved by the State Chancellor’s Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.</p>	<p>See Attachment - Chancellor's Office approval of program.</p>		
<p>10. Course Curriculum Documentation and Approval The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college’s curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.</p>	<p>See Attachment - Course Curriculum Documentation and Approval</p>		

Compliance Requirement	Documentation	By:	Date:
<p>11. Course Outline and Student Rigor Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.</p>	<p>See attached procedures</p>		
<p>12. Student Attendance Records Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.</p>	<p>Minimum standards for Student Attendance Records and Invoice Submission.</p>		
<p>13. Support Services It is agreed that both contractor and community college district will ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).</p>	<p>Standard Contract, Section # _____</p>		
<p>14. Certification - No Other Funding Sources The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.</p>			
<p>15. Certification - No Other Funding Sources The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.*</p>	<p>Standard Contract, Section # _____</p>		
<p>16. Classes Located Outside District Boundaries If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.</p>	<p>See attached report/memo</p>		

*In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.