

## INSTRUCTIONAL SERVICE AGREEMENTS

The District may enter into an instructional service agreement with a public or private agency (“Agency”) for the purpose of providing instruction and training. The responsibilities of the District and the Agency, under the instructional service agreement, shall be set forth in a written contract that shall be reviewed and approved by the Office of the Vice Chancellor of Business Services prior to delivery of instruction.

### I. CLASSES ELIGIBLE FOR APPORTIONMENT

Student attendance in a class offered pursuant to an instructional service agreement is eligible for apportionment provided all of the minimum conditions for the receipt of state general apportionment, including the following, are satisfied:

#### A. Open Enrollment

1. The course must be conducted at facilities that are clearly identified as being open to the general public,
2. Enrollment must be open to all admitted students who meet approved prerequisites for the course, and
3. The class is advertised as open to the general public in the Schedule of Classes.

#### B. Course Standards

1. The course must meet Title 5 course standards and be approved by the college curriculum committee, the Board, and the System Office of the California Community Colleges, and shall be described in a course outline of record that shall be maintained in the official files.
2. Instruction for the course must be provided under the immediate supervision and control of a qualified instructor who meets the prescribed minimum qualifications for service in the discipline. “Immediate supervision and control” means the presence of the qualified instructor, specifically characterized by the following:
  - a. The qualified instructor is able, in terms of physical proximity and range of communication, to provide immediate instructional supervision and control of students;
  - b. The qualified instructor is in a position to provide the supervision and control necessary for the protection of the health and safety of students; and
  - c. The qualified instructor shall not have any other assigned duty during the instructional activity for which attendance is being claimed.

3. A student may request an evaluation of their previous experience and coursework to determine if it is equivalent to the listed requirements. A student found not to meet the prerequisite requirements may challenge the prerequisites through the District's prerequisite challenge process. The District must maintain documentation that demonstrates its processes for assessing student eligibility for enrollment were followed.

II. CLASSES NOT ELIGIBLE FOR APPORTIONMENT

- A. Student attendance in a class offered under an Instructional Service Agreement shall not be claimed for apportionment in the following instances:
  1. If the District receives full compensation for the direct education costs for the class from any public or private agency, individual, or group of individuals, or
  2. If the public or private agency with whom the District is contracting has received from other sources full compensation for the direct education costs for conducting the class, or
  3. If the attendance is generated solely under the supervision of an instructional assistant or aide.

III. WRITTEN CONTRACT

- A. The Dean and Vice President for Instruction are responsible for ensuring that any Agency utilized meets all requirements and regulations necessary to claim apportionment.
- B. The written contract between the District and the Agency shall expressly include, but not be limited to, the following provisions:
  1. Specification of the program of instruction and training offered;
  2. Procedures, terms, and conditions related to:
    - a. the enrollment period,
    - b. student enrollment fees,
    - c. the number of class hours sufficient to meet the stated performance objective,
    - d. supervision and evaluation of students, and
    - e. withdrawal of students prior to completion of a course or program;
  3. Procedures, terms, and conditions relating to the provision of ancillary and support services for students including, but not limited to, counseling and guidance, placement assistance, and library and learning services;
  4. A stipulation that the Agency is required to maintain records of student attendance and achievement, and such records shall be available for review at all times by officials of the District and shall be submitted on a schedule developed by the District;
  5. The financial obligations of the District and the Agency, including the amount attributable to direct instruction;

6. A stipulation that all instruction and training shall be provided under the immediate supervision and control of qualified instructors in accordance with the set of objectives and other specifications defined in the course outline of record;
7. Specification of the required minimum qualifications for instructors, which shall be consistent with the required qualifications for instructors of similar courses offered within the District;
8. A stipulation that the District shall have the right to control the scope, content, and scheduling of the instruction and training; and have the right to observe and inspect instruction, the facilities, and records pertaining to the District's students;
9. A stipulation that the District shall have the primary right to control and direct the activities of instructors furnished by the Agency during the term of the contract and that each instructor furnished by the Agency shall execute an individual written contract with the District as provided in Section IV of this regulation;
10. Certification that neither the District nor the Agency will receive full compensation for the direct education costs of the course from any public or private agency, individual, or group;
11. Terms and conditions relating to the cancellation and termination of the arrangement; and
12. In addition, if the agreement is with a private post-secondary school for the provision of vocational education, the contract shall contain any other provisions required by Section 55630 of Title 5 of the California Code of Regulations.

**IV. INSTRUCTIONAL SERVICE AGREEMENT, PERSONS FURNISHED BY AGENCY**

Where instruction pursuant to an instructional service agreement is to be provided by persons furnished by the Agency, the District shall enter into a written contract with each person furnished by the Agency.

- A. The contract shall expressly include, but not be limited to, the following provisions:
  1. A stipulation that the District shall have the right to control and direct the activities performed by the person pursuant to the Instructional Service Agreement;
  2. Terms and conditions relating to the work to be performed and that the instructor meets the minimum qualifications;
  3. A stipulation that the person shall be, at all times during the term of the Instructional Service Agreement, an employee of the Agency;
  4. Terms and conditions relating to the cancellation and termination of the arrangement.
- B. The Dean and Vice President for Instruction shall ensure that a written contract is fully executed for each person furnished by the Agency prior to each person providing instruction to District students.

*References:*

*Education Code Sections 78015 and 84752*

*Title 5 Sections 51006, 53410, 55002, 55005, 55300-55302, 55600 et seq., 58051 subdivision (c)-(g), 58051.5, 58055, 58056, 58058 subdivision (b), and 58102-58108*

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