

AP 4610 Instructional Service Agreements

Reference:

**Education Code Sections 78015 and 84752;
Title 5 Sections 51006, 53410, 55002, 55003, 55005, 55300, 55302, 55600 et seq.,
58051 subdivisions (c)-(g), 58051.5, 58055, 58056, 58058 subdivision (b), and 58110-
58120**

- 1.0 The North Orange County Community College 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 which shall be reviewed and approved by the District Office of Finance and Facilities and the District Office of Human Resources prior to execution.
- 2.0 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:
 - 2.1 Open Enrollment
 - 2.1.1 The course must be conducted at facilities which are clearly identified as being open to the general public;
 - 2.1.2 Enrollment must be open to all admitted students who meet any approved prerequisites for the course.
 - 2.1.2 The class is advertised as open to the general public in the catalogue or schedule of classes.
 - 2.2 Course Standards
 - 2.2.1 The course must be approved by the college curriculum committee, the Board of Trustees, and the State Chancellor’s Office, and shall be described in a course outline of record that shall be maintained in the official files.
 - 2.2.2 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:
 - 2.2.2.1 The qualified instructor is able, in terms of physical proximity and range of communication, to provide immediate instructional supervision and control of students;
 - 2.2.2.2 The qualified instructor is in a position to provide the supervision and control necessary for the protection of the health and safety of students;

AP 4610 Instructional Service Agreements

- 2.2.2.3 The qualified instructor shall not have any other assigned duty during the instructional activity for which attendance is being claimed.
- 3.0 Student attendance in a class offered under an Instructional Services Agreement shall not be claimed for apportionment 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 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 the conduct of the class. Attendance generated solely under the supervision of an instructional assistant or aide shall not be claimed for apportionment.
- 4.0 The written contract between the District and the Agency shall expressly include but not be limited to, the following provisions:
- 4.1 Specification of the program of instruction and training to be offered;
 - 4.2 Procedures, terms and conditions relating to (1) the enrollment period; (2) student enrollment fees; (3) the number of class hours sufficient to meet the stated performance objective; (4) supervision and evaluation of students; and (5) withdrawal of students prior to completion of a course or program;
 - 4.3 Procedures, terms and conditions relating to the provision of facilities, equipment, supplies and materials;
 - 4.4 Procedures, terms and conditions relating to the provision of ancillary and support services for students including, but not limited to, counseling and guidance, and placement assistance;
 - 4.5 The responsibility of the Agency for maintaining records of student attendance and achievement, and the requirement that 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;
 - 4.6 The financial obligations of the District and the Agency;
 - 4.7 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;
 - 4.8 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;
 - 4.9 A stipulation that the District shall have the right to control the scope, content and scheduling of the instruction and training;
 - 4.10 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

AP 4610 Instructional Service Agreements

that each instructor furnished by the Agency shall execute an individual written contract with the District as provided in section 5.0 of this procedure;

- 4.11 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;
 - 4.12 Terms and conditions relating to the cancellation and termination of the arrangement;
 - 4.13 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 Title 5 Section 55630.
- 5.0 Where instruction pursuant to an instructional services 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.
- 5.1 The contract shall expressly include but not be limited to, the following provisions:
 - 5.1.1 A stipulation that the District shall have the right to control and direct the activities of the person performed pursuant to the Instructional Services Agreement;
 - 5.1.2 Terms and conditions relating to the work to be performed;
 - 5.1.3 A stipulation that the person shall be, at all times during the term of the Instructional Services Agreement, an employee of the Agency;
 - 5.1.4 Terms and conditions relating to the cancellation and termination of the arrangement.
 - 5.2 The contract shall be reviewed and approved by the District Office of Finance and Facilities and the District Office of Human Resources prior to execution.
 - 5.3 The District Office of Human Resources shall verify that each person possesses the required minimum qualifications for service prior to execution.

Date of Adoption: May 14, 2007

Date of Last Revision: March 28, 2022 District Consultation Council
August 9, 2017 Chancellor's Staff (Reference only)
August 20, 2008 Chancellor's Staff