

**LOS ANGELES COMMUNITY COLLEGES
OFFICE OF THE CHANCELLOR
ADMINISTRATIVE REGULATIONS**

INDEX NUMBER E-109

REFERENCE:

TOPIC: Policies and Procedures for
Implementing Instructional Service
Agreements

ISSUE DATE: February 10, 2009

INITIATED BY:
Educational Support Services

CHANGES: New Regulation

DATES OF CHANGES:

Colleges must follow all requirements contained in State Chancellor's Office *Contract Guide for Instructional Service Agreements between College Districts and Public Agencies* (Appendix A).

In order to insure that these requirements are met, the following procedures are being implemented:

1. In order to insure that the required master contract meets all the provisions of Title 5 and the Education code, new and extended Instructional Service Agreements must be reviewed and approved by the Office of General Counsel, prior to their submission to the Board of Trustees for approval.
2. Each college with Instructional Service Agreements shall develop written procedures to assure that:
 - a. The faculty, who are teaching classes through an instructional service agreement, teach in a manner consistent with the approved outline of record for that course and students are held the level of rigor required by the course outline;
 - b. The college controls and directs the instructional activities of all instructors teaching under the agreement – e.g. The college provides 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;
 - c. The classes taught under the agreement are held at facilities which are clearly identified as being open to the general public;
 - d. Enrollment in the classes taught under the agreement is open to any person who has been admitted to the college and has met any applicable prerequisites, with the exception that that the college may limit enrollment in one or more sections of a course to a cohort of students ***enrolled in one or more other courses***, provided that a reasonable percentage of all sections of the course do not have such restrictions, as allowed by Title 5, CCR, section 58106(b)(4).
3. The number of "standard" instructional hours assigned to "instructors of record" in courses taught under the agreement shall not exceed the contract load for the subject being taught plus 60% of that contract load for that subject. For example: If the contract load for the subject being taught under the agreement is 15, the maximum number of standard hours that can be assigned to an instructor under the agreement for a given term is 24 ($15 + (15 \times .6) = 24$).
4. If the instructor is an employee of the public agency with which the college has the instructional service agreement and the individual has **not** taught for the District before the college must not input the instructor into SAP HR, rather the college must submit the following documents to Human Resources:
 - a. *Agreement for Services – On-site Supervisor*, signed by the prospective instructor of record for the courses to be taught under the Instructional Services Agreement

- b. Completed and signed *Application for Academic Position*
 - c. Official Transcripts
 - d. Letters from employers verifying experience.
5. Human Resources will review the application to determine if the instructor meets the minimum qualifications for the courses to be taught and notify the college. If the instructor meets the Minimum Qualifications, the college will enter the instructor into SAP H.R. If the instructor does not meet the minimum qualifications for the subject to be taught, the instructor can not be assigned to teach those classes in under the agreement.
 6. Once the instructor is in SAP HR, the college must enter the instructor's assignment into the *Protocol* schedule production system with a 0810 class code. However, the college will set the hours of pay for the instructor at 0.
 7. Human Resources will prepare a "routine personnel action for the Board of Trustees for each individual with who submits the documentation required under section 4 and who meets the minimum qualifications for the assignment in question. Upon approval by the Board of Trustees, the Senior Associate Vice Chancellor for Human Resources will sign the Agreement for Services – On-cite Supervisor and place it in the individuals personnel file.

APPENDICES

APPENDIX A

California Community Colleges Chancellor's Office Contract Guide for Instructional Service Agreements between College Districts and Public Agencies

Community colleges may claim FTES and consequently, State funding for classes given through instructional service agreements/contracts provided Education Code and Title 5 requirements are met. 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.

This guide 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 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.
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.

**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.*

APPENDIX B

LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017

ON-SITE SUPERVISOR AGREEMENT

This Agreement is entered into this ____ day of _____, by the Los Angeles Community College District (hereinafter the “District”) for _____ College (hereinafter the “College”) and _____ (hereinafter the “On-Site Supervisor”), an employee of _____ (hereinafter the “Contractor”) 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 and Contractor entered into an agreement to provide classes to [*Contractor's*] employees subject to the terms and conditions set forth in the Agreement between the District and [*Contractor*]; and,

WHEREAS, Title 5, California Code of Regulations, section 58056 requires on-site instructional supervision to collect State apportionment for classes offered by the District in cooperation with [*Contractor*]; and,

WHEREAS, [*Contractor*] has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by the District in cooperation with the [*Contractor*]; and,

WHEREAS, the 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 instructional services with regard to instruction for classes offered by the District in cooperation with [*Contractor*]; and

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

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

1. The On-Site Supervisor is an employee of [*Contractor*] who meets the “Minimum Qualifications” as provided under Title 5, California Code of Regulations, Section 53410 for the supervisory services required by the District.

2. The On-Site Supervisor is professionally and specially trained and competent to provide the supervisory services required by the District.
3. While the On-Site Supervisor is performing the required supervisory services for the District, the On-Site Supervisor 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 primary right to select, assign and direct the instructional activities of the On-Site Supervisor.
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. The District may request at any time that [*Contractor*] change the On-Site Supervisor if the District determines that the On-Site Supervisor is not performing to District standards. Said request shall not be unreasonably refused by [*Contractor*].
5. The On-Site Supervisor shall maintain records of student achievement and attendance. Records shall be open for review at all times by officials of the District and submitted on a schedule developed by the District.
6. The On-Site Supervisor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
 - a. The On-Site Supervisor shall provide immediate supervision and control of all students enrolled in the courses taught by the On-Site Supervisor as provided under Title 5, California Code of Regulations, section 58056.
 - b. The On-Site Supervisor shall ensure that training is expended in full compliance with the course objectives determined by the District.
 - c. The On-Site Supervisor shall ensure the safety and well-being of students.
 - d. The On-Site Supervisor shall ensure the proper coordination of the delivery of instruction in order to achieve full compliance with applicable regulations.
 - e. The On-Site Supervisor shall ensure continued physical presence at the work place assigned by the District during all hours of the assignment as an employee of the District.
 - f. The On-Site Supervisor shall not be assigned to any other duties during the instructional activity for which attendance is being claimed by the District.
 - g. The On-Site Supervisor shall ensure the accuracy of all information on all timesheets of technical officers and facilitators.
 - h. The On-Site Supervisor shall ensure the immediate notification to the designated District representative of a student drop date.

- i. The On-Site Supervisor shall ensure the proper and timely assignment, scheduling and notification of facilitators.
 - j. The On-Site Supervisor shall ensure the complete, accurate and timely evaluation of facilitators.
 - k. The On-Site Supervisor shall ensure regular attendance at periodic staff meetings with the District employee who serves as the District's representative.
 - l. The On-Site Supervisor shall ensure that all handouts prepared or utilized by facilitators are appropriate by submitting them to the District's representative for approval.
 - m. The On-Site Supervisor shall ensure that daily student attendance records are accurate and current.
 - n. The On-Site Supervisor shall ensure the effective use of instructional methods, technology, testing and remediation.
 - o. The On-Site Supervisor shall ensure the proper administering and scoring of Learning Domain Tests (IF APPLICABLE).
 - p. The On-Site Supervisor shall ensure the accurate calculation of final student grades and the prompt submission of grades to the District's representative within two weeks of course completion.
 - q. The On-Site Supervisor shall ensure the competent and prompt completion of all other assigned duties.
7. For purposes of this Agreement, the District's designated representative is _____.
8. The District shall provide no compensation to the On-Site Supervisor for any services rendered pursuant to this Agreement. Compensation shall be provided by [*Contractor*] in accordance with its established and standard practices, including workers' compensation insurance.
9. The On-Site Supervisor will be responsible for teaching the following courses:
10. [*Contractor*] agrees to defend and indemnify the District, its Board of Trustees, employees and agents for any claims, actions or lawsuits which may arise out of the subject matter of this Agreement, including those which may arise from times when the On-Site Supervisor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the workplace assigned by the District.

11. This Agreement may be terminated at any time by the District within the sole and exclusive discretion of the District upon written notice to [*Contractor*] and the On-Site Supervisor. This Agreement may be terminated upon thirty (30) days prior written notice to the District by either [*Contractor*] or On-Site Supervisor within either's sole and exclusive discretion.
12. 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 prepaid to the following address:

[*Contractor*]

(*insert contact information*)

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

Attn: James Watson, Contracts Manager
770 Wilshire Boulevard
Los Angeles, CA 90017

_____ COLLEGE

(*insert contact information*)

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the day, month, and year first written above.

ON-SITE SUPERVISOR

By: (*insert name, title*)

Date

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: (*insert name, title*)

Date