

**INSTRUCTIONAL SERVICE AGREEMENT BETWEEN
Feather River Community
College District and [AGENCY]**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Feather River Community College District ("DISTRICT") and _____("AGENCY") (together, "PARTIES").

1. Authority, Purpose, and Scope

This Agreement is entered into pursuant to Education Code Section 70902 and applicable regulations adopted by the Board of Governors of the California Community Colleges and relates to the provision of instruction and other services by AGENCY from **DATE to DATE** under this Instructional Services Agreement.

This Agreement shall take effect only after the DISTRICT receives written confirmation from an affected high school or community college district that the terms of section 55301 of Title 5 of the California Code of Regulations have been met so as to allow DISTRICT to establish courses outside of its boundaries.

2. Instructional Services to be Provided

AGENCY will provide instructional and other services for education programs as follows and as described below. DISTRICT is responsible for the educational program described in this Agreement.

- a. The DISTRICT courses that are the subject of this Agreement have obtained all applicable approvals and are described in Attachment A hereto which is incorporated herein by reference. DISTRICT will not be required to offer courses pursuant to this Agreement if a sufficient number of students, as determined by DISTRICT, do not enroll in the courses.
- b. AGENCY will provide outreach and recruitment, assessment, student follow-up and orientation services to students in the programs covered by this agreement. DISTRICT will provide training for AGENCY staff in how to conduct assessment and will provide all necessary materials for the assessment process. DISTRICT and AGENCY may jointly conduct an orientation for the students involved in this program. Nothing in this section or elsewhere in this Agreement requires DISTRICT employees to travel to any instructional site outside of DISTRICT boundaries.
- c. DISTRICT will provide administrative and academic supervision for instruction carried out by AGENCY employees and record keeping and other administrative services pertaining to the granting of college credit to students enrolled in the classes. DISTRICT will provide staff from the college's

Admissions and Records Office to assist and train AGENCY staff in the completing of necessary student application forms. All completed applications will be submitted directly to and reviewed by the Admissions and Records Office at DISTRICT. DISTRICT will provide counseling services and other appropriate ancillary and student support services to the students in these programs.

- 1) For DISTRICT's programs, AGENCY will provide the services of qualified instructors as determined by DISTRICT, administrative supervision for that instruction, record keeping and other administrative services pertaining to students enrolled in the classes and subject area experts as guest speakers.
- 2) All classes offered under this Agreement by AGENCY shall be fully open to enrollment and participation by any person who has been admitted to the college and who meets such prerequisites as may be established pursuant to Title 5 of the California Code of Regulations. The District's policy on open enrollment is published in its catalog and class schedules that also describe approved courses and whether courses are offered for credit and transferable. Courses offered under this Agreement shall be advertised to the public. Supervision and evaluation of students will be provided by qualified instructors.
- 3) AGENCY will provide adequate documentation verifying that instructors satisfy minimum qualifications or equivalencies for instructing the course(s). For instructors who do not meet minimum qualifications, as specifically stated in the 2012 State handbook "Minimum Qualifications for Faculty and Administrators in California Community Colleges" or the most recent version thereof but who have submitted education and/or experience which can be used to establish that equivalencies to minimum qualifications have been met, DISTRICT will determine whether an individual possesses equivalencies. Equivalency determinations must be made in favor of a given individual before that individual is permitted to commence instruction in a DISTRICT course.
- 4) Prior to the commencement of instruction, each instructor of the referenced course(s) shall enter into a written agreement with DISTRICT in accordance with Title 5, Section 58058 (b) of the California Code of Regulations, a copy of which is attached as Attachment B and is incorporated herein by reference. AGENCY has reviewed and approves the instructor agreement and is bound by any provisions of that Agreement that require AGENCY activities. AGENCY shall assure applicable provisions of Title 5 are followed in the conduct of the course(s). DISTRICT has the primary right to

control, direct, and evaluate the activities of the instructor(s) furnished by AGENCY during the term of the contract. DISTRICT shall furnish the instructors provided by AGENCY with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading rosters and procedures necessary to implement DISTRICT courses.

- 5) AGENCY agrees that its employees who serve as instructors under this Agreement are employees of AGENCY, and shall be deemed employees of DISTRICT for the sole purposes of, and in accordance with, section 58058(b) of Title 5. AGENCY agrees that its employees who serve as instructors under this Agreement shall receive no compensation or benefits from DISTRICT and may be terminated from their role as instructors by DISTRICT at any time and for any reason whatsoever and without cause.

AGENCY employees who serve as course instructors shall use DISTRICT attendance and grading forms in recording attendance, progress, and grades in accordance with DISTRICT attendance and grading procedures and shall ensure that students who are enrolled in DISTRICT courses are engaged in appropriate educational activities and held to an appropriate level of academic rigor.

- 6) AGENCY shall ensure that its employees who serve as course instructors or who otherwise have access to student information, maintain the confidentiality of student education records in accordance with federal and state law. Records of student attendance and achievement shall be maintained by the AGENCY for a period of three years from the completion of a course. AGENCY shall refer all inquiries regarding student information to the DISTRICT's Admissions and Records Office. AGENCY shall return all student education records to DISTRICT within seven (7) days of the conclusion of each course covered by this Agreement or sooner if requested by DISTRICT.
- 7) AGENCY shall ensure that its employees satisfy all applicable provisions of Title 5 of the California Code of Regulations that require the instructor to provide immediate supervision and control of students in the conduct of District courses.
- 8) Students enrolled in the referenced course(s) shall pay appropriate enrollment and other fees and nonresident tuition (if applicable) as required by the laws of the State of California. For the purposes of this ISA, students will not pay health and transit fees associated with classes provided by AGENCY. AGENCY shall be responsible for collecting all applicable student fees that are not paid directly to DISTRICT and for ensuring DISTRICT receives student fees collected

by AGENCY. All students must be enrolled no later than the last day for enrollment as determined by DISTRICT. AGENCY shall work with DISTRICT to clear the rolls of inactive enrollment in accordance with Section 58004 of Title 5 of the California Code of Regulations and DISTRICT census procedures. Students may withdraw from the class prior to completion and shall receive grades or non-evaluative symbols regarding their withdrawals in accordance with DISTRICT procedures. The last day to qualify for an enrollment fee/tuition refund is based upon the length of the course and is determined by DISTRICT. The DISTRICT Admissions and Records Office will inform AGENCY of these dates once a class is scheduled.

- d. The services specified above will be provided primarily at the AGENCY facilities or at other locations mutually agreed to by DISTRICT and AGENCY. AGENCY shall ensure that any facilities where instruction is provided are clearly identified as being open to the public and that such facilities meet all applicable safety and health regulations. AGENCY shall ensure that it provides equipment and/or instructional materials that are adequate and suitable for the courses and the numbers of students in attendance.

3. Indemnification

To the fullest extent permitted by law, AGENCY shall defend, indemnify, and hold harmless DISTRICT, its officers, officials, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of AGENCY, its agents, employees, or any tier of AGENCY's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.

DISTRICT shall defend, indemnify and hold AGENCY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injuries or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees or agents.

4. Insurance

DISTRICT and AGENCY shall each maintain insurance against liability for personal injury in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate during the course of this Agreement. Each policy shall include the other party as additional insured. "Additional insured" for purposes of AGENCY's policy protecting DISTRICT shall include the DISTRICT, its Board of Trustees, its

employees and agents.

5. Reimbursement for Services, Facilities and Equipment

DISTRICT agrees to reimburse AGENCY for the use of its resources and staff as follows:

- a. DISTRICT will reimburse AGENCY at a rate of \$ AMOUNT per California community college eligible credit contact hour (\$AMOUNT per FTES), generated by enrollment in any credit classes agreed by the PARTIES for delivery by AGENCY less enrollment fees. If classes are offered on DISTRICT facilities then the fee arrangement will be re-negotiated. Only students enrolled prior to the class census day (determined once a class is scheduled) will be included in the total class enrollment count.
- b. Instructional reimbursement is limited to NUMBER FTES per year (NUMBER credit contact hours) for this contract period. Payment will be based upon above described credit rate according to subsections (a) above. This payment is the only reimbursement/support that will be provided by DISTRICT unless an amendment to this contract is agreed in writing by both PARTIES for offering credit courses.

6. Notices

The addresses for delivery of any notice required under this agreement are as follows:

Vice President of Instruction
Feather River College
570 Golden Eagle Ave.
Quincy, CA 95971

AGENCY

7. Termination

Either party may terminate this agreement by giving a 30-day notice of intent to terminate to the other party. Termination will not be effective until all the courses in process on the date the notice is given have been completed.

8. Certifications

AGENCY certifies that it is not funded by any other sources to deliver this instruction for these courses.

DISTRICT certifies that it does not receive full compensation for the direct education costs of any course covered by this Agreement from any public or private agency, individual or group.

9. Nondiscrimination

AGENCY shall not discriminate on the basis of ethnic group identification, race, color, national origin, religion, sex (including sexual harassment) or gender, gender identity, gender expression, sexual orientation, genetic information, handicap (or disability), medical condition, ancestry or age in any of its policies, procedures, or practices, in compliance with Title VI of the Civil Rights Act of 1964 pertaining to race, color and national origin and Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973 and the American Disabilities Act, pertaining to disabilities and the Age Discrimination Act of 1975, pertaining to age. AGENCY shall not discriminate against any person on the basis of any of the above characteristics, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. Limited English language skills will not be a barrier to admission to and participation in vocational education programs.

10. Authority

Each person signing below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

11. Waivers

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

12. Severability

If any of the provisions of this Agreement are found to be, or become contrary to state or federal law, all other provisions shall remain in effect.

13. Applicable Law and Venue

This Agreement shall be interpreted according to the law of the State of California. Venue for all litigation related to this Agreement shall be in Plumas County, California.

Executed in Quincy, California on the date shown below:

AGENCY

**Feather River Community College
District**

BY:

BY:

DATE:

DATE:

ATTACHMENT A

Title of the course offerings with course hours that are subject to this Agreement:

Credit Courses:

Courses in the discipline of Education, as well as courses that provide instruction necessary for individuals to become eligible to enroll in teacher training programs.

See course outline of records for course details. The above list may change through mutual agreement of the District and AGENCY.

Student fees:

***Enrollment Fee**

1 unit or more: \$46/unit

***Non-Resident Tuition in addition to Enrollment Fee**

1 unit or more: \$AMOUNT/unit

The non-resident tuition fee shall be paid at the time of registration and is set by the Governing Board of Feather River College no later than January 1 of each year. Fees are subject to change on an annual basis. Agency will be given three (3) month's notice prior to changes in fees.

Non-Resident Tuition Exemption

Effective January 1, 2002, ABS40 provides an exemption from paying non-resident fees for certain non-resident students. While this exemption allows students to pay resident fees, it does not grant them resident status that would give them eligibility for any state funded program. To be eligible for this exemption a student must meet both of the following criteria:

- 1. Attendance at a high school in California for three or more years**
- 2. Graduation or attainment of a high school equivalency from a California high school. A high school transcript is required.**

For more information on ABS40, contact the Admissions and Records Office.

Health Fees (Note: these fees are not assessed for ISA students)

Fall and spring semesters: \$18

Summer term: \$15

*All tuition and fees listed above are as of the date of this contract and are subject to change as per the Chancellors Office.

ATTACHMENT B

FEATHER RIVER COMMUNITY COLLEGE DISTRICT
570 GOLDEN EAGLE AVENUE • QUINCY CA 95971 • (530) 283-0202

Date

Instructor name
Instructor address
Instructor town/zip
code

Dear <Instructor>:

Feather River Community College District (FRCCD) has a collaborative contract with **AGENCY**. Under this agreement, we appoint you as an Instructor.

We have determined that you are qualified to teach community college courses in the discipline of **DISCIPLINE**. The courses that you teach will be in conformance with the course outlines of record. Your overall instructional program will be under my supervision as Vice President of Instruction for Feather River College, but your direct supervision will be provided by **AGENCY**. Your teaching assignment will be consistent with the contractual agreement between FRCCD and **AGENCY** for credit courses.

We provide payment to **AGENCY** for all instructors. You will be compensated for your teaching duties at the **AGENCY** prevailing rate.

If you are in agreement with these terms, please sign below.

Sincerely,

Derek Lerch
Vice President of Instruction

I agree to the above-stated terms and conditions, and confirm that I have understood and will abide by them.

Signature

Date