

## CONTRACT EDUCATION AND SELF-FUNDED/FEE-BASED INSTRUCTION

### CONTRACT EDUCATION

#### Introduction

Instruction may be offered to a public or private organization through terms of an agreement that will compensate the District for the direct instructional costs of the class plus appropriate administrative costs. Contract education includes credit courses, noncredit courses and not-for-credit programs and activities.

#### Definitions

"Contract education" means those situations in which the District contracts with a public or private entity for the purposes of providing instruction or services or both.

"Credit" refers to any course offered for community college credit, regardless of whether the course generates state apportionments.

"Noncredit" refers to any course that meets the criteria for apportionment pursuant to Education Code Section 84757.

"Not-for-credit" refers to programs that are offered without credit and which are not eligible for apportionments pursuant to Education Code Section 84757.

#### Procedures

1. **Approval Process.** If the instruction is a not-for-credit program, a request for approval will be prepared by the President's designee and submitted to the President for approval prior to the starting date of the program. The College Faculty Senate review is required prior to approval by the President. The Senate President of the originating college will be responsible for reviewing the program with the Senate Presidents of the other colleges in the District. This review process should be completed within one week, with the understanding that the Senate President may request a one week extension, if needed.
2. **Agreement.** A written agreement is to be prepared by the appropriate manager (see Exhibit B for sample agreement). A copy should be forwarded to the contracting organization for signature and returned to the manager. The agreement is to be placed on the Governing Board agenda pursuant to Business Procedure 9.45, Request to Place Contract on Governing Board Agenda. Following Governing Board action, the Director of Purchasing and Contract Services shall execute the contract.
3. **Report to Governing Board.** The District Business Office will prepare a report of all contract education agreements for submission to the Governing Board as an information item as required by Board Policy 5025.
4. The course shall be coded "contract class" on the course file.
5. **Apportionment.** Contract education courses or classes are not eligible for apportionment.

6. Budgeting and Accounting. Revenue and expenditures will be anticipated in a subfund of the General Fund by the college business officers when the annual line item budget is prepared. Accounts will be established in the contract education fund with activity code of 701099, contract education. Remaining balances at the end of the fiscal year will be carried over in the contingency/reserve account in the unrestricted contract education fund, or may be transferred to the President's contingency/reserve account with the stipulation they may be used for equipment, supplies, or other nonrecurring items.

Revenue will be recorded in the following accounts:

Contra Costa College	11-03-702050-701099-48831
Diablo Valley College	11-03-201095-701099-48831
Los Medanos College	11-03-302050-701099-48831

7. Selection and Evaluation. The College President and the Faculty Senate President by mutual agreement will determine the processes for faculty participation in the selection of consultants for and the evaluation of not-for-credit programs.

8. Employment and Payments

- a. Faculty will be paid for credit courses based on class and step placement on the Semester/Summer Teaching Salary Schedule. For noncredit courses, faculty will be paid based on Class 1, Step 1 on the Semester/Summer Teaching Salary Schedule. Time cards will not be preprinted. Include the notation "contract education" on the typed time card. Salaries are not to be coded to the operating fund instructional salary accounts for the subject field.

Accounts for faculty salary payments for contract education credit and noncredit courses follow:

Contra Costa College	11-03-701170-701099-51310
Diablo Valley College	11-03-201095-701099-51310
Los Medanos College	11-03-301170-701099-51310

- b. Consultants will be employed for not-for-credit programs and activities upon approval by the Governing Board of an agreement authorizing service prior to the date(s) of service. Payment for services will be processed upon voucher input and submission of supporting documents.

9. Charges and Billing

- a. The fees to be charged will be determined by the contracting college. Fees shall include all direct costs and indirect costs. Direct costs include, but are not limited to, hourly cost for instruction, instructional aides, laboratory fees, user fees for computers, materials charges, book charges, custom program development costs, etc. Indirect costs include, but are not limited to, administrative overhead costs, utilities, custodial, etc.
- b. Upon completion of the class or program, the college shall prepare an invoice. The college shall retain a copy of the invoice and file it with the agreement. The college shall maintain a record of all invoices.

**SELF-FUNDED/FEE-BASED INSTRUCTION**

**Introduction**

Self-funded/fee-based instruction includes community service classes/activities and not-for-credit instructional activities for which no credit is awarded, such as, workshops, short-term classes and seminars. Funding will be provided from fees paid by the participating individuals or by an organization on behalf of an individual.

The fees charged shall cover all of the direct instructional costs of the activity plus appropriate administrative costs.

**Definitions**

"Not-for-credit" refers to programs and activities that are offered without credit and which are not eligible for apportionments pursuant to Education Code Section 84757.

"Community service classes" are defined as fee-based classes in civic, vocational, literacy, health, homemaking, technical and general education, including, but not limited to, classes in the fields of music, drama, art, handicraft, science, literature, nature study, nature contacting, aquatic sports and athletics. These classes shall be designed to provide instruction and to contribute to the physical, mental, moral, economic, or civic development of the individuals or groups enrolled therein.

**Procedures**

1. Approval Process. A request for approval form (see Exhibit C) will be prepared by the President's designee and submitted to the President for approval prior to the starting date of the class/activity. The College Faculty Senate review is required prior to approval by the President.
2. Costs. Direct and indirect costs to offer self-funded/fee-based instruction will be funded by fees.
  - a. Direct costs may include salary of the professional expert, special materials, rental of facilities if held off-campus, advertising, printing, etc.
  - b. Indirect costs may include administrative and fiscal processing, use of college facilities and equipment, utilities, custodial services, publicity, registration, postage, etc.
  - c. At the option of the college, the professional expert may be employed on an hourly basis or on a fee split option receiving 40, 50 or 60 percent of the revenue for the activity.

Revenues will be shared as follows:

		<u>Employment Basis of Professional Expert</u>			
		<u>Hourly</u>	<u>40% of Fees</u>	<u>50% of Fees</u>	<u>60% of Fees</u>
Professional Expert	Actual		40%	50%	60%
College	Difference		60%	50%	40%

Exception to the above revenue sharing will be considered for high volume and exceptional programs.

3. **Budgeting and Accounting.** Revenues and direct costs will be recorded in a sub-fund of the General Fund. Revenues and expenditures will be anticipated in the budget by the college business officers when the annual line item budget is prepared. Separate accounts may be established for different major activities (e.g., College for Kids, etc.). Remaining balances at the end of the fiscal year will be carried over in the contingency/reserve account in the unrestricted self-funded/fee-based/community service fund.

Revenues will be recorded in the following accounts:

	<u>College for Kids</u>	<u>Other Not-for-Credit Programs</u>
Contra Costa College		11-02-702050-682000-48872
Diablo Valley College	11-02-201075-682010-48899	11-02-201075-682000-48872
Los Medanos College		11-02-302050-682000-48872

4. **Fee Refunds.** Full refund of fees will be made if (1) the college cancels the activity, (2) the activity is over enrolled and the enrollment request is denied, or (3) the enrollee requests a refund one week prior to the first session of the activity. No partial refunds will be made.

5. **Employment and Payments.**

- a. All payments to professional experts for self-funded/fee-based instruction will be made via the payroll process.
- b. A current employee will be paid at the appropriate rate on the Professional Expert Salary Schedule with no additional approval of the Governing Board under the provisions of Board Policy 2027. A Personnel Requisition Form is required for processing payment.
- c. An individual who is not a current employee will be hired with the appropriate payroll title and rate on the Professional Expert Salary Schedule upon submission of a Personnel Requisition. Other professional expert employment documents are required for new employees only.
- d. The date(s) and times of the activity shall be other than normal working hours on a required service day for regular/contract faculty or other than the scheduled hours and days for regular classified employees.
- e. Payments will be processed upon submission of an hourly time card for professional experts.

Accounts for salary payments follow:

	<u>College For Kids</u>	<u>Other Not-for-Credit Programs</u>
Contra Costa College		11-02-701170-682000-52325
Diablo Valley College	11-02-201075-682010-52325	11-02-201075-682000-52325
Los Medanos College		11-02-301170-682000-52325

6. Fee Split Employment Option

- a. The college may elect to share the fees with the professional expert in lieu of payment on an hourly basis. The professional expert's fee may be 40, 50, or 60 percent of the revenue for the activity.
- b. A professional expert with the appropriate payroll title and rate of 40, 50, or 60 percent of the actual fee revenue will be hired for the activity upon submission of a Personnel Requisition. Other professional expert employment documents are required for new employees only.
- c. The payments shall be coded to the salary accounts for professional experts in Section 6.e above. Payment to the professional expert will be made following completion of the activity for programs of one month or less. Payments for programs over a month may be made monthly on a proportionate basis. A payment authorization form (see Exhibit D) is to be submitted to the District Payroll Office to authorize payment.

Contra Costa Community College District

CONTRACT EDUCATION NOT-FOR-CREDIT PROGRAM  
REQUEST FOR APPROVAL

TO: President  
FROM: \_\_\_\_\_  
DATE: \_\_\_\_\_

It is recommended that the following not-for-credit/instructional program to be supported by fees be approved:

Activity Title: \_\_\_\_\_

Description:

Location of Activity:

Date(s):

Contracting Organization:

Compensation to College:

Consultant's Name/Address

College Faculty Senate Review: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

College President Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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For College Office Use

Governing Board Information Report Date: \_\_\_\_\_

Consultant Information:

Hourly Rate: \_\_\_\_\_ Not to Exceed: \_\_\_\_\_ Agreement Number \_\_\_\_\_

Confirming Requisition(s) authorizing Payment Submitted: \_\_\_\_\_  
Date(s)

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
**Agreement for Educational Services**

THIS AGREEMENT is entered into this (date), by and between Contra Costa Community College District, hereinafter referred to as "**District**," and "(name and address of organization)," hereinafter referred to as "**Organization**."

Whereas, **Organization** desires to engage the **District** to render special education services,

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **District** will provide the following:
  - 1.1 (Number) days of educational services in (activity or course title and course number) for (number) hours per day, on (times and days of week) at (name, address, and zip code of location). The educational activities will be taught by (name of instructor).
  - 1.2 The first day of the educational service will begin on (date) and the service will be completed by (date). (If there are any additional services, classes, or sections within this agreement, they are to be listed also.)
  - 1.3 Payment for instruction will be at the approved **District** salary schedule and will be paid directly by the **District**.
  - 1.4 Credit will be granted, in accordance with **District** policies and procedures. (If no college credit is provided by the **District**, this section is to be eliminated.)
2. The staff assigned to develop, coordinate and conduct the educational service(s), as stated in Section 1.1, will be certificated in accordance with the rules and regulations of the California Community Colleges Board of Governors and/or by documented experience and credentials that will be acceptable to **Organization**.
3. **Organization** may arrange only with the assigned **District** administrator to hold or not to hold a portion of the educational service(s) at the particular time(s) designated by this agreement in Section 1.1 and 1.2.
4. **Organization** will provide not less than (number) of the participants for the educational service stated in 1.1 above. (If there is a maximum limit to the number of participants, include the maximum limit also.)
5. The **District** will be compensated for all service rendered and expenses incurred to conduct the education service(s) in the amount of (amount in words and numbers). (In addition to this compensation, if **District** is to be reimbursed for additional supplies, equipment, books, fees, etc. such as fees shall be specified below as sub-items 5.2, 5.3, 5.4, etc. of Section 5.) Upon agreement to pay (amount), the **Organization** retains the right to cancel the class at any time provided that compensation for all services rendered and expenses incurred to conduct the educational services is made.
  - 5.1 The **District** retains the right to cancel the class up to fourteen (14) days before the first class meeting, in which case the **Organization** shall not be liable for any payments to the **District**.
6. IT IS MUTUALLY UNDERSTOOD that **Organization** and **District** shall secure and maintain, in full force and effect during the full term of this Agreement, liability insurance in amounts and written by carriers satisfactory to **Organization** and **District** respectively. **Organization** and **District** shall cause to be issued, to the **District** and **Organization** respectively, an insurance endorsement naming the other party as an additional insured under the policy or policies of insurance so maintained, which endorsement shall cover the liability described hereinabove by

liability coverage and contractual coverage, all in accordance with foregoing provisions of this Agreement.

7. Indemnification

7.1 The **Organization** shall defend, save harmless and indemnify the **District** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including, without limitation, all consequential damages from any cause whatsoever arising from or connected with the operations or the services of **Organization** hereunder, resulting from the conduct, negligent or otherwise, of the **Organization**, its agents, employees, or sub-contractors hereunder.

7.2 The **District** shall defend, save harmless and indemnify the **Organization** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including, without limitation, all consequential damages from any cause whatsoever arising from or connected with the operations or the services of **District** hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents, employees or subcontractors hereunder.

8. **Organization** agrees that it will not discriminate in the selection of any student to receive instruction pursuant to this Agreement because of disability, age, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation. In the event of **Organization's** non-compliance with this section, this Agreement may be canceled, terminated or suspended in whole or in part by the **District**.

9. This contract may be terminated by either party upon thirty (30) days written notice.

10. The **District** will invoice **Organization** at the completion of the educational service(s), for payment within thirty (30) days.

\_\_\_\_\_  
(Full Name of Organization)

\_\_\_\_\_  
(College Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Contact Person (if other than Organization signature above)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)



Contra Costa Community College District

SELF-FUNDED/FEE BASED INSTRUCTION  
REQUEST FOR APPROVAL

TO: President  
FROM: \_\_\_\_\_  
DATE: \_\_\_\_\_

It is recommended that the following not-for-credit instructional program to be supported by fees be approved:

Activity Title: \_\_\_\_\_

Description:

Location of Activity:

Date(s):

Fee:

Professional Expert's Name/Address:

Payment Basis (check one):

- Hourly Rate \$
- 40 Percent of Fees
- 50 Percent of Fees
- 60 Percent of Fees
- Gratis

College Faculty Senate Review: \_\_\_\_\_  
Signature

Date:

College President Approval: \_\_\_\_\_  
Signature

Date:

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For College Office Use

Governing Board Information Report Date:

Professional Expert Information:

Check One:

- Current Employee (BP 2027)
- Current Classified Employee\*
- New Classified Employee\*

Percent of Fees Employment Option

Payment Form 4cd-46 Submitted \_\_\_\_\_  
Date

Hourly Rate:

\*Personnel Requisition, Form 4cd-2, Submitted \_\_\_\_\_ Professional Expert Time card Submitted \_\_\_\_\_  
Date Date

Contra Costa Community College District

SELF-FUNDED/FEE BASED INSTRUCTION  
ENROLLMENT FEE SPLIT PAYMENT AUTHORIZATION

Professional Expert Information

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Address \_\_\_\_\_  
(number and street) (city, state, and zip code)

Description

Professional services for activity

Number of fully paid enrollments \_\_\_\_\_ (title)

Fee \_\_\_\_\_ Circle One

Total activity revenue \$ \_\_\_\_\_ X .40 .50 .60 = Total Payment Amount \$ \_\_\_\_\_

College \_\_\_\_\_ Charge to salary account \_\_\_\_\_

**Payment Instructions:**

100% of agreement amount for services from \_\_\_\_\_ to \_\_\_\_\_  
Date Date

Proportionate payments. Number of payments \_\_\_\_\_ Amount of each payment \_\_\_\_\_

This payment is number \_\_\_\_\_ For services from \_\_\_\_\_ to \_\_\_\_\_  
Date Date

CERTIFICATION OF PERFORMANCE OF SERVICE

Services were performed for the indicated period.

Certified by \_\_\_\_\_ Date \_\_\_\_\_

FOR DISTRICT PAYROLL OFFICE USE

Professional Expert Employment Verified by \_\_\_\_\_ Payment Processed by \_\_\_\_\_

\_\_\_\_\_ Date