

Instructional Service Agreement - Agency Agreement

The purpose of this agreement is to provide educational services for students and to meet community needs. Each section below must be completed in order to establish the responsibilities of MPC and the Agency in this partnership:

1. This agreement between Monterey Peninsula College herein referred to as “MPC” and _____ herein referred to as “Agency” sets forth the terms and conditions under which Agency will administer and teach a MPC course(s) during the period of _____ as per the regulations and procedures in effect at MPC.
2. The following course(s) MPC course shall be offered by the Agency. Any changes in offerings may be made by mutual agreement.

Course Information:

Course		Time Schedules and Day/Eve	
Start/End Dates		Units	
Days of Week		Total Contact Hours	
Location of Course		Instructor (This person will sign the student hours)	

In accordance with item #7 below, the maximum payment for the term _____ will be:
\$

NOTE: Current year Catalog pages attached.

3. The instructor will supply documentation required to verify that they satisfy minimum qualifications for instructing the course(s) and will be approved by the appropriate department/division. For instructors who do not meet minimum qualifications, as specifically stated in the current handbook, “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as determined by the CA Board of Governors, but who have submitted education and/or experience which can be used to establish that minimum qualifications have been met, the College will review and make final recommendation.
4. The instructor of the referenced course(s) shall enter into a written contract with MPC in accordance with Title 5, Section 58058 (b) of the California Code of Regulations. Agency shall assure applicable provisions of Title 5 are followed in the conduct of the class. MPC has the primary right to control, direct, and evaluate the activities of the instructor(s) furnished by the Agency during the term of the contract.
5. Agency shall administer the course(s), assist with registering students, maintain accurate student and class records, and promptly submit related records to the MPC Admissions & Records office, in compliance with College policies and procedures. Agency shall supply each student with information describing the course in which he/she is enrolled including information on the attendance requirements. **Application for**

Admission forms and Registration forms must be received for each course by the MPC Registrar's Office before the Census Date of each course. Beginning the first day of the semester/session, or the first day of class (for short term classes), an add code is required for students to register into any course that began within the first two weeks of the semester. Students may add using WebReg with an add code given by the instructor. Any student who attends a course before census who wishes to register after established add period of the semester into a semester-length course will be required to petition Admissions & Records for permission to register after the official advertised registration period. Petitions are available at the A&R Office or online. The "Late Add Petition" form is to be completed by the student and the instructor. The instructor will be required to state why the student was permitted to attend class without being registered.

6. Instructors will be required to enter final grades/hours into the Manage Rosters portion of their MPC Faculty Portal. For students who elected to be graded on the Pass/No Pass basis, P/NP will be the only option listed. When the course ends, faculty will be required to enter each student's total hours of attendance into the "Manage Rosters" section of the Faculty Portal. It is the instructor's responsibility to keep class records justifying grades entered into the Faculty Portal. This documentation should include instructor's name, instructor's signature, course title, section number, semester and year. See the MPC Faculty Handbook for additional information.
7. MPC shall pay the Agency for instruction costs as outlined below. Payment will be made when student completion is verified by the MPC Register and when all student and class records have been properly completed and submitted by the instructor. Class records: class rosters, final grade papers, and daily attendance reports) are due as a package within 72 hours of the last class meeting. After verification of the packet materials, including confirmation of the number of student completions, payment will be made within four to six weeks. This payment is the only reimbursement/support that will be provided by MPC.

SPECIFICS -->

8. This agreement may be canceled by either party in the event that performance is not possible due to unforeseen circumstances. If the agreement is canceled, payments made by MPC to Agency under terms of this contract shall be refunded to MPC.
9. Each party to this agreement shall indemnify, defend and hold harmless the other, its governing board, officers, agents, and employees from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the subject matter, including without limitation instructional services provided hereunder, of this Agreement to the extent such claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, are attributable to the indemnifying party's negligent or intentionally wrongful acts.
11. Agency certifies that the direct education costs of the course(s) offered as part of this agreement are not being fully funded through other sources.
12. Agency agrees to provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military

and veteran status, 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.

13. 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.

For: Agency <i>(Signature)</i>	Name <i>(Please Print)</i>	Phone	Fax	Date

For: Monterey Peninsula College <i>(Signature)</i>	Name <i>(Please Print)</i>	Phone	Fax	Date

Last updated: June 20, 2018.

Authority: California Code of Regulations, Sections 51006, 55005, 55230-232, 55805.5, 58051 (c)-(g), 58051.5, 58055, 58056, 58058 (b), 58100-58106 and Education Code 78015-78016.