



California  
Community  
Colleges

## **TOOLS AND TEMPLATES FOR CONTRACT EDUCATION PRACTITIONERS**

The purpose of this resource is to provide some basic information about Contract Education and some Tools and Templates that can be used by the community college contract education professional.

These tools and samples were accumulated through contributions from community college practitioners, taken from Education Code, or developed for working with college programs.

The Twelve Features of a High Performance Operation and the Model of a Supportive Campus are taken by permission from a study conducted by the Center for Adult and Experiential Learning (CAEL) commissioned by the Ohio State Board of Regents (like the Board of Governors in California). These are the ideal to which college programs should strive to achieve.

Some or most of these tools will be incorporated into an updated Handbook for Contract Education Practitioners to be completed during 2014-15.

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### **Section 2, Pages 19-31**

These documents are tools and templates to use in the actual development and delivery of contract education contracts with employers. The sample contracts provided have been reviewed by a college legal and are meant to be representative of what would be included in a contract with an employer or instructor.

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**CALIFORNIA CODES  
EDUCATION CODE  
SECTION 78020-78023**

**78020.** For purposes of this article:

(a) "Contract education" means those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college.

(b) "Credit" refers to any class offered for community college credit, regardless of whether the class generates state apportionments.

(c) "Noncredit" refers to courses that meet the criteria for apportionment pursuant to Section 84757.

(d) "Not-for-credit" refers to classes, including community services classes, that are offered without credit and that are not eligible for apportionments pursuant to Section 84757.

**78021.**

(a) The governing board of any community college district may establish, or with one or more community college districts may establish, contract education programs within or outside the state by agreement with any public or private agency, corporation, association, or any other person or body, to provide specific educational programs or training to meet the specific needs of these bodies.

(b) The contracting community college district or districts shall recover, from all revenue sources, including, but not necessarily limited to, public and private sources, or any combination thereof, an amount equal to, but not less than, the actual costs, including administrative costs, incurred in providing these programs or training.

(c) The attendance of students in these contract education programs shall not be included for purposes of calculating the full-time equivalent students (FTES) for apportionments to these districts, unless all statutory and regulatory conditions for generating FTES are met.

**78022.**

(a) Faculty in all credit and noncredit contract education classes shall be selected and hired according to procedures existing in a community college district for the selection of instructors for credit classes.



(b) Faculty teaching credit and noncredit contract education classes shall be compensated in the same manner as comparable faculty in the regular, noncontract education program. This subdivision does not apply to faculty teaching in contract education programs conducted outside California for the United States armed forces, unless the faculty member is covered by a collective bargaining agreement.

(c) Faculty teaching credit or noncredit contract education classes shall be evaluate according to the procedures used for the evaluation of faculty in the regular, noncontract education program.

(d) Faculty teaching not-for-credit contract education classes shall be compensated in the same manner as faculty in the regular, noncontract education program if the course meets the same standards as a course in the credit curriculum. This subdivision does not apply to faculty teaching in contract education programs conducted outside California for the United States armed forces, unless the faculty member is covered by a collective bargaining agreement.

(e) Faculty teaching not-for-credit contract educational programs shall be evaluated according to procedures specified in the contract between the community college district and the public or private entity to establish the program.

(f) This section shall not be construed to restrict the appearance of guest lecturers in any programs or classes operated by a community college district.

**78023.**

(a) Nonprofit public benefit corporations that are not organized as auxiliary organizations pursuant to Article 6 (commencing with Section 72670) of Chapter 6 of Part 45 and are conducting contract education programs shall not use the name of a community college district or of a college of a community college district.

(b) A nonprofit public benefit corporation that is not organized as an auxiliary organization pursuant to Article 6 (commencing with Section 72670) of Chapter 6 of Part 45 and is conducting contract education programs shall not employ the resources and staff of a community college district without full compensation for all related costs.

## WHAT IS CONTRACT EDUCATION?

### 1. What is Contract Education?

- Delivery System of Training and Services
- Single Point of Contact for Business & Employers
- Cost Recovery Units
- Not-for-credit Customized Solutions
- Credit and Noncredit Programs
- Performance Improvement
- Flexible, Rapid Response Delivery

### 2. Education Code 78020-78022

- Contract education activities are covered in Education Code & Code of Regulations
- 76300 (e)(3) – Enrollment fees do not apply to contract education programs if the full cost of instruction is paid by a public or private agency.
- CCR, Title 5, §55170 – Students can earn unit credits ...on work completed through contract education.

### 3. Benefits of Contract Education

- Increased discretionary revenue
- Greater community visibility
- Employer participation beyond contracting
- Strategic alliances
- Increased access to students
- Faculty professional development
- Curriculum development – beta testing

### 4. Challenges

- Regulatory relief
- Institutional support
- Internal processes that support service delivery
- Turnover in staff
- Evolving institutional role for contract education
- Economic development infrastructure
- Incentives for doing economic development
- Marketing and market share

## 5. Technical Support for Contract Education & Economic Development Programs

- Technical Assistance Provider for Contract Education (TAP) – Funded by the Chancellor’s Office of Workforce and Economic Development, the TAP provides for the effective development and delivery of community college contract education units to deliver training, consulting, and other services to business. Provides regional coordination of economic development programs; improves statewide coordination of contract training; enhances the technical skills of college faculty and staff to assess business needs, market the colleges services, provide training, and develop materials; and develops partnerships, resources, and projects.
- Centers of Excellence - The Centers of Excellence, also a Technical Assistance Provider, works in partnership with business and industry to deliver regional workforce research customized for community college decision-making and resource development.
- EWD Sector Priorities – Projects focused in specific industry sectors provide training resources for colleges and businesses, including curriculum and technical assistance. Industry sectors include:
  - Advanced Manufacturing
  - Advanced Transportation and Renewables
  - Agriculture, Water & Environmental Technologies
  - Energy (Efficiency) & Utilities
  - Global Trade and Logistics
  - Health
  - Information & Communication Technologies (ICT) & Digital Media
  - Life Sciences & Biotech
  - Retail/Hospitality/Tourism “Learn and Earn”
  - Small Business

## QUESTIONS FOR DEVELOPING A CONTRACT EDUCATION PROGRAM

1. What is the business base and potential for contracts?
2. What are the marketing opportunities? What are the available resources?
3. How do the President and Chancellor show their support for this activity?
4. What is the commitment of resources to support the operation?
5. Who will the program report to? How does this next level of supervision demonstrate support for the program?
6. Who will be the program manager? What is the time commitment?
7. What is the level of authority to act?
8. What strong programs are available for delivery to business? Is staff (instructional) available to deliver them?
9. Are human resources and business processes sufficiently flexible to be responsive to business needs?
10. Is there willingness to improve processes, remove barriers, or add resources if necessary to deliver flexible, responsive programs to business?
11. What is the level of understanding/support from faculty for the program?
12. Are there any internal champions for the program?
13. What learning needs exist for those carrying out or supervising the program?
14. If staff are already assigned, is there anything that you feel they should be doing more, better or differently?



## THE MODEL OF A SUPPORTIVE CAMPUS\*

- 1. An actively supportive president or dean**

As the prime advocate for the campus's services to businesses, industries and public sector organizations, the president or dean fulfills three distinct responsibilities:

  - Internal champion
  - External marketing agent
  - Process improvement leader
- 2. Employer services operations effectively connected to campus mission and activities**

The campus actively encourages and facilitates appropriate, productive coordination among all campus operations -- including the operation which develops, implements and maintains lasting, productive partnerships with corporate customers.
- 3. A director of employer services with strategic authority**

To meet the needs of corporate customers, the individual responsible for services to employers has the flexibility to operate as a business within the academic environment. The campus enables the director to do business with business like business does business.
- 4. An employer services operation with differentiated, funded core positions**

The campus supports crucial core positions in the business and industry operation as an indispensable investment. Critical staff are responsible for administration, sales, marketing and corporate services.
- 5. Hiring policies fully supportive of the employer services operation**

In order to operate as a business in the market, the campus establishes and implements human resources policies that uniquely support the needs of customers from business and industry.
- 6. Employer services performance standards and processes that are tracked and continually improved**

Even when business-friendly policies and systems are implemented, the campus has a reliable, standards-based process for ensuring fast, seamless service delivery.
- 7. Complementary marketing efforts**

The campus systematically coordinates the marketing and advertising efforts of the campus at large with those of the employer service operation.
- 8. Budgetary policies supportive of the employer services operation**

The campus promotes a system which enables the director of employer services to lead the operations with control of the operation's budget, as well as a portion of the surplus which results... all with an eye toward becoming self-sufficient and reinvesting in the operation. As a result the campus does business with business like business does business.

\* The Enterprise Ohio Network, Making Learning for the Workplace Count; Ohio board of Regents, 30 E. Broad Street, 36<sup>th</sup> Floor, Columbus, Ohio 43266-0417, [www.enterpriseohio.org](http://www.enterpriseohio.org), Phone: 614-466-6000.





## **CALIFORNIA COMMUNITY COLLEGES CONTRACT EDUCATION PROGRAM MODELS:**

### **Program Developer Model:**

Each person (manager) is responsible for generating business, follow-through with leads, contacts with clients, arranging for or conducting up-front business needs analysis (FEA), identifying business need based on business goals and results of FEA, identifying possible training and/or non-training solutions, bringing in appropriate subject matter expertise, negotiating and developing contracts with client and service providers (instructors, EWD centers, or vendors), scheduling, maintaining contact with client, providing customer service and follow-through, evaluation, and invoicing functions.

This is currently the model used most in contract education units. There is frequently more than one Program Developer in a college unit.

Advantages: Strong relationship building; one point of contact for client; less likelihood for miscommunication or problems to go unnoticed.

Disadvantages: More time consuming for Program Developer; less time for leads and new client development; need for staff with many competencies (see Competencies for Contract Education Professionals).

### **Sales Model:**

Salespeople generate business, may conduct or arrange for FEA, hands off to a program developer for proposal development, delivers proposal to client, “makes the sale” and then hands off to a program developer or subject matter expert to follow through. Program developer then develops the relationship, develops subcontracts with service providers (instructors, centers, vendors), scheduling, maintaining most of the contact with client, providing customer service and follow-through, evaluation and invoicing functions. Works best with performance based pay and incentives as well as profiled/targeted hiring practices.

Advantages: Less time with each client; more time for leads development; possibility for more sales; salesperson focused primarily on sales; incentives for performance.

Disadvantages: More opportunities for miscommunication; hand offs, roles and responsibilities need to be clearly defined; less relationship building; more than one contact for client; need for two types of skilled staff – sales & program developer.

This model is currently used in only a few contract education units. It is difficult to “sell” services offered through our contract education and EWD centers since most of it is intangible to the client. Incentives can be challenging to implement within our community college cultures and organizations.

**Contract Administration:**

This would take contract administration out of the Program Developer model and could be used with the Sales model as well. The contract administrator would handle all of the details of the contracts including signatures, invoicing, timesheets and payment for services provided. Day-to-day operations and oversight such as scheduling, materials, instructors, follow-through, evaluation, etc. are handled by the program/project manager, often the subject matter expert.

**Advantages:** Takes some of the day-to-day contract administration out of the responsibility of the program manager; allows more time for program manager to develop new business and provide customer service; one person dealing with business office and internal processes.

**Disadvantages:** More than one contact for client; somewhat unclear definition of roles; additional staff necessary; responsibilities somewhat blurred; highly dependent on college culture and infrastructure.

This model is used in a few colleges that have multiple subject matter departments, centers or strong specialists in a given topical area. The subject matter experts focus on their area of strength while the detail work and internal processes are facilitated by another manager who works closely with them. It has only proven to work where there is an organizational structure and culture that shares resources and recognition. “Centers” are not the focus but rather the college and economic development unit are key focal point.

**Note:**

In each of these models if there is more than one program manager or more than one salesperson, it is necessary for the unit to clearly define and divide client base within the College or District service area. This can be done either by territory (city, county, region, etc.) or by industry (retail, manufacturing, service, transportation, etc.). Some divide their unit and various center(s) participation by subject or program being delivered (computer based, basic skills, technical skills, ESL, etc.) though they almost always organize operationally within one of the three models listed above. It is not recommended to divide by size of business as needs are universal across size. Staff should also be assigned specific professional organizations to attend on a regular basis.

## **TWELVE FEATURES OF A HIGH-PERFORMANCE OPERATION ON CAMPUSES SERVING EMPLOYERS\***

1. Develops and maintains a full range of high-impact training and training-related services in formats responsive to employer needs
2. Systematically uses sales and marketing techniques and systems which heighten visibility and positive image in the business community and the community at large
3. Diagnoses customer needs using systematic processes to help the customer determine appropriate training and training-related solutions
4. Promotes and continually evaluates its service orientation within the campus and among external customers
5. Measures the impact of its programs and services
6. Develops and maintains strong partnerships and alliances
7. Optimizes its financial performance while managing, monitoring and maintaining a fiscally responsible operation
8. Manages human resources effectively by monitoring and adjusting work flow, promoting continuous staff development, and optimizing staffing patterns in response to plans and priorities
9. Uses strategic forecasting and organizational planning tools in connection with the campus's planning processes
10. Maintains processes which support the fullest achievement of its operations goals
11. Establishes and maintains productive relationships with the people and programs of the campus and communicates clearly the needs, values, activities and accomplishments of the services to employers as well as its contributions to the campus at large
12. Profits from strong, direct leadership which produces a high performance, change-oriented operation on the "cutting edge" in the field of business-world training, development and performance improvement

\* The Enterprise Ohio Network, Making Learning for the Workplace Count; Ohio board of Regents, 30 E. Broad Street, 36<sup>th</sup> Floor, Columbus, Ohio 43266-0417, [www.enterpriseohio.org](http://www.enterpriseohio.org), Phone: 614-466-6000.

## CONTRACT ED CONSULTING SKILLS

### ***Competency***

#### **Customer Focus**

- Knows the needs of the customer
- Responsive to customer requests
- Resolves problems with the customer
- Achieves desired results

#### **Analytical Skills**

- Able to break down complex information into smaller pieces
- Uses logic when considering facts
- Understands the interrelationship of issues

#### **Interpersonal Skills**

- Establishes rapport and trust with others
- Able to interact effectively with others
- Manages conflict well

#### **Adaptability**

- Adapts to changes in the work environment
- Changes approach or method to best fit the situation
- Accepts feedback and changes behavior accordingly

#### **Organizing**

- Able to handle multiple tasks
- Delegates work to appropriate person and follows up
- Coordinates efforts

#### **Oral Communication**

- Clearly expresses ideas
- Asks questions to ensure understanding

#### **Technical Knowledge**

- Able to use tools and equipment to get the job done
- Understands the business and its market
- Knows how the business operates

#### **Sales Ability**

- Initiates new contracts
- Listens to customer needs
- Overcomes objections
- Responsive to customer questions and problems



### **Written Communication**

- Clearly and concisely expresses concepts in writing
- Uses proper grammar and punctuation
- Presents numerical data effectively

### **Presentation Skills**

- Develops clear and concise presentations
- Able to use software to develop presentation
- Able to effectively deliver presentation to an audience

### **Planning**

- Sets realistic goals
- Able to identify resources needed to get the job done
- Integrates activities across job functions

### **Project Management**

- Develops project plans
- Communicates changes and progress
- Completes projects on time and within budget
- Manages project team activities



## GUIDELINES FOR CONTRACT EDUCATION CALIFORNIA COMMUNITY COLLEGES

*The information below is intended as a guideline to offering contract education through at a community college.*

1. A California community college may contract with a public or private entity, corporation, association, person or body, for the purposes of providing instruction, services, or both, by the College. This is contract education.  
**Ed Code §78021(a)**
2. Students can earn unit credits and, when applicable, receive certificates and degrees for work completed through contract education.  
**California Code of Regulations, Title 5, §55170**
3. The college will ~~can~~ charge for the actual cost of the program, to include instruction, materials, books, administrative costs and any other costs necessary to conduct the program. The cost of instruction could vary by college and by programs.  
**Ed Code §78021(b)**
4. There is no set fee for administrative costs. That fee will be based on the program/training desired. The party contracting for the instruction or services must sign an agreement, which will outline the instruction/training to be provided, along with all costs necessary to provide the instruction/training.
5. Student enrollment fees do not apply to a contract education program if the entire cost of a course, including administrative costs, is paid by a public or private agency, corporation, or association with which the District contracts.  
**Ed Code §76300 (e) (3)**
6. Attendance of students in contract education programs shall not be included for purposes of calculating the FTES for apportionment to the District.  
**Ed Code §78021(c)**
7. Courses that are fully paid for by an employer do not need to be open to the public.
8. Faculty teaching credit and noncredit contract education classes shall be compensated in the same manner as comparable faculty in the regular, noncontract education program.  
  
Faculty teaching not-for-credit contract education classes shall be compensated in the same manner as faculty in the regular, noncontract education program if the course meets the same standards as a course in the credit curriculum.  
**Ed Code § 78022 (b) and (d)**



## CALIFORNIA CODES EDUCATION CODE SECTION 76300

### 76300.

(a) The governing board of each community college district shall charge each student a fee pursuant to this section.

(b) (1) The fee prescribed by this section shall be eighteen dollars (\$18) per unit per semester, effective with the fall term of the 2003-04 academic year.

(2) The chancellor shall proportionately adjust the amount of the fee for term lengths based upon a quarter system, and also shall proportionately adjust the amount of the fee for summer sessions, intersessions, and other short-term courses. In making these adjustments, the chancellor may round the per unit fee and the per term or per session fee to the nearest dollar.

(c) For the purposes of computing apportionments to community college districts pursuant to Section 84750, the chancellor shall subtract, from the total revenue owed to each district, 98 percent of the revenues received by districts from charging a fee pursuant to this section.

(d) The chancellor shall reduce apportionments by up to 10 percent to any district that does not collect the fees prescribed by this section.

**(e) The fee requirement does not apply to any of the following:**

(1) Students enrolled in the noncredit courses designated by Section 84757.

(2) California State University or University of California students enrolled in remedial classes provided by a community college district on a campus of the University of California or a campus of the California State University, for whom the district claims an attendance apportionment pursuant to an agreement between the district and the California State University or the University of California.

**(3) Students enrolled in credit contract education courses pursuant to Section 78021, if the entire cost of the course, including administrative costs, is paid by the public or private agency, corporation, or association with which the district is contracting and if these students are not included in the calculation of the full-time equivalent students (FTES) of that district.**

(f) The governing board of a community college district may exempt special part-time students admitted pursuant to Section 76001 from the fee requirement.'

(g) (1) The fee requirements of this section shall be waived for any student who, at the time of enrollment, is a recipient of benefits under the Temporary Assistance to Needy Families program, the Supplemental Security Income/State Supplementary Program, or a general assistance program or has demonstrated financial need in



accordance with the methodology set forth in federal law or regulation for determining the expected family contribution of students seeking financial aid.

(2) The governing board of a community college district also shall waive the fee requirements of this section for any student who demonstrates eligibility according to income standards established by the board of governors and contained in Section 58620 of Title 5 of the California Code of Regulations.

(h) The fee requirements of this section shall be waived for any student who, at the time of enrollment is a dependent, or surviving spouse who has not remarried, of any member of the California National Guard who, in the line of duty and while in the active service of the state, was killed, died of a disability resulting from an event that occurred while in the active service of the state, or is permanently disabled as a result of an event that occurred while in the active service of the state. "Active service of the state," for the purposes of this subdivision, refers to a member of the California National Guard activated pursuant to Section 146 of the Military and Veterans Code.

(i) The fee requirements of this section shall be waived for any student who is the surviving spouse or the child, natural or adopted, of a deceased person who met all of the requirements of Section 68120.

(j) The fee requirements of this section shall be waived for any student in an undergraduate program, including a student who has previously graduated from another undergraduate or graduate program, who is the dependent of any individual killed in the September 11, 2001, terrorist attacks on the World Trade Center and the Pentagon or the crash of United Airlines Flight 93 in southwestern Pennsylvania, if that dependent meets the financial need requirements set forth in Section 69432.7 for the Cal Grant A Program and either of the following apply:

(1) The dependent was a resident of California on September 11, 2001.

(2) The individual killed in the attacks was a resident of California on September 11, 2001.

(k) A determination of whether a person is a resident of California on September 11, 2001, for purposes of subdivision (j) shall be based on the criteria set forth in Chapter 1 (commencing with Section 68000) of Part 41 for determining nonresident and resident tuition.

(l) (1) "Dependent," for purposes of subdivision (j), is a person who, because of his or her relationship to an individual killed as a result of injuries sustained during the terrorist attacks of September 11, 2001, qualifies for compensation under the federal September 11th Victim Compensation Fund of 2001 (Title IV (commencing with Section 401) of Public Law 107-42).

(2) A dependent who is the surviving spouse of an individual killed in terrorist attacks of September 11, 2001, is entitled to the waivers provided in this section until January 1, 2013.



(3) A dependent who is the surviving child, natural or adopted, of an individual killed in the terrorist attacks of September 11, 2001, is entitled to the waivers under subdivision (j) until that person attains the age of 30 years.

(4) A dependent of an individual killed in the terrorist attacks of September 11, 2001, who is determined to be eligible by the California Victim Compensation and Government Claims Board, is also entitled to the waivers provided in this section until January 1, 2013.

(m) (1) It is the intent of the Legislature that sufficient funds be provided to support the provision of a fee waiver for every student who demonstrates eligibility pursuant to subdivisions (g) to (j), inclusive.

(2) From funds provided in the annual Budget Act, the board of governors shall allocate to community college districts, pursuant to this subdivision, an amount equal to 2 percent of the fees waived pursuant to subdivisions (g) to (j), inclusive. From funds provided in the annual Budget Act, the board of governors shall allocate to community college districts, pursuant to this subdivision, an amount equal to ninety-one cents (\$0.91) per credit unit waived pursuant to subdivisions (g) to (j), inclusive, for determination of financial need and delivery of student financial aid services, on the basis of the number of students for whom fees are waived. Funds allocated to a community college district for determination of financial need and delivery of student financial aid services shall supplement, and shall not supplant, the level of funds allocated for the administration of student financial aid programs during the 1992-93 fiscal year.

(n) The board of governors shall adopt regulations implementing this section.

<http://www.leginfo.ca.gov/cgi-bin/waisgate?WAISdocID=03703820632+1+0+0&WAIAction=retrieve>

## Conducting Contract Education for Credit and Apportionment

The customary and usual practice in contract education programs includes funding from external companies, businesses or agencies and training that does not include college degree credit. This arrangement provides maximal flexibility, custom design and expedient delivery. Therefore, contract education has the client friendly ability to meet the current and emerging training needs of a broad array of labor market stakeholders including employers and employees.

However, there are internal and external factors that may suggest that a contract education program seek to secure funding from the regular state funding mechanism (apportionment), and/or provide college degree/certificate applicable credit for a particular course or courses. These factors can include a desire to provide students/employees with a permanent college record of their training, training that carries accredited status, the desire to assist in helping the college meet its enrollment goals and/or the desire to secure state funding for the program. Another consideration in terms of participating in the credit course and revenue processes of the college, is the opportunity to increase the degree of integration and recognition for contract education. CE is best seen as an important and valuable function of the college in its attempt to meet the workforce needs of its community along with the advantages of cost and revenue sharing,

### Some useful definitions:

- a) **Credit Course** – any course that has been formally approved by a college, is listed in their catalog, applies to a degree or certificate program and results in an evaluative grade. Completion of this course is permanently recorded on the student’s college transcript.
- b) **Nondegree Applicable Credit Course** – as above except does not apply to any associate degree. Designed to enable students to succeed in degree applicable courses, provide foundation skills for CTE degree programs, or essential technical instruction where degree applicable credit course standards are neither necessary or required. Completion of this course is permanently recorded on the student’s college transcript.
- c) **Non-Credit Course** - any course that has been formally approved by a college, is listed in their catalog, does not apply to a degree or certificate program and usually results in a pass/no pass grade. Completion of this course is permanently recorded on the student’s college transcript.
- d) **Not for Credit Course** – any course or activity provided by the college that does not meet statutory requirements for course approval, typically is non-graded, does not apply to any certificate or degree program and does not result in permanent transcript record. These courses/activities are usually offered through community or contract education and are not eligible for state funding.

- e) **Apportionment** – funding provided by the State of California that is formula driven and based on the number of weekly student contact hours (WSCH) completed by students enrolled in Credit or Non-Credit Courses. WSCH is converted to a Full-Time Equivalent Student (FTES) number. Each college district has an assigned FTES revenue rate, generally around \$4,750 per FTES for Credit Courses and a lower rate for Non-Credit Courses. Different formulas apply to semester versus quarter term colleges.

#### Receiving State Funding (Apportionment)

For a college to receive apportionment for instruction:

- a) The course must be a “credit course” (i.e. degree applicable credit, nondegree applicable credit or noncredit course).
- b) Students enrolled must complete the regular registration processes of the college. There are usually modified registration requirements for students only taking one class in a given term. This does have some additional benefits to students such as access to campus facilities and services, use of the library, open computer labs, enrollment in other avocational and recreational classes, etc.
- c) Generally, the course must be open to all registered students, i.e. open access.

**However, there are some important exceptions to this general rule:**

- i. Courses may have prerequisites or corequisites (Title 5, Section 55003)
- ii. Limiting enrollment to a cohort of students enrolled together in one or more classes (Title 5, Section 58106, Sec. B, Para.4)

#### Standards for Credit Courses

The standards for a credit class are detailed in Section 55002 of Title 5. However, for the Contract Education Director, the key is finding a course to use that is currently in the college catalog, since this listing verifies that all standards for approval have been met. Grading standards also listed in 55002 warrant attention.

Working with relevant CTE programs to help develop new courses that meet both program and training needs is a worthwhile, if at times challenging, activity. It is another way contract education can integrate and be recognized as the important function it is for the college and its stakeholders.

## **A BUSINESS PLAN IN 30 DAYS**

**VISION STATEMENT:** What are we building? What will our business look like in 3 years?

Within the next \_\_\_\_\_ years grow (your contract training unit name) into a successful employer services unit providing performance improvement training and training related services to (describe target customer).

**MISSION STATEMENT:** Why are we building this business? (Describe why the business exists from the customer's point of view.) What does this business provide its customers that is unique? What promise do we make to our clients? What is our competitive edge in the market? What do we want to be known for?

**GOALS:** What results will we measure? (Must be measurable. List four to eight goals that this business must achieve to be successful)

- Sales (Annual dollar volume) \_\_\_\_\_
- Net revenue after expenses (%) \_\_\_\_\_
- Number of customers \_\_\_\_\_
- Average dollar sale \_\_\_\_\_
- Repeat customers (%) \_\_\_\_\_

**STRATEGIES:** How will we build this business? What will make it successful over time? (Define how the business will be built and managed. Describe 5 to 8 things this business must do extremely well over time to be successful.)

- Become known for \_\_\_\_\_
- Generate revenues by \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.
- Focus on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ markets.
- Build client base by \_\_\_\_\_ and \_\_\_\_\_; retain by \_\_\_\_\_.
- Attract and retain key employees by \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.
- Use technology to \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

**PLANS:** What specific projects and actions will be taken this year to achieve the objectives? What are the 6-8 specific business-building projects (i.e., complete business plan) this business must successfully complete? (What, who and when)

- Project 1. \_\_\_\_\_  
 Project 2. \_\_\_\_\_  
 Project 3. \_\_\_\_\_  
 Project 4. \_\_\_\_\_  
 Project 5. \_\_\_\_\_  
 Project 6. \_\_\_\_\_

## PRICING STRATEGIES FOR CONTRACT EDUCATION

Fees are generally set as an instruction hour rate and vary in different parts of the state. Some considerations when establishing your hourly rate include:

- All the direct instructional costs, instructors' salaries, benefits, materials and indirect costs associated with running the program should be covered. This includes your staff salaries, benefits and office expenses.
- Other costs of doing business—such as incentives the program will be returning to the college—should be built in.
- Knowing the market price for similar services from private vendors of training will help in setting fees. Consulting with other community colleges in your region regarding fees should be useful to you.
- An accepted rate in many areas of the state is \$150-200/per hour (this is probably higher in the Bay Area). Most often the hourly rate is 2-3 times the direct instructional costs of delivering instruction (i.e., if you pay \$60/hour for instruction, you should charge \$120-180/hour minimum). For half- and one-day training a flat rate of \$1000 should be used. This is an industry standard for most training providers.
- Curriculum development is usually in addition to the hourly rate of instruction. Typically colleges have underestimated the time necessary to develop customized materials and content. Even when you are doing an “off the shelf” or for-credit course, some curriculum development and prep time for instructors should be included.
- It is advisable to contract for development up front. In charging for curriculum development, it is important to cover the program staff time in coordinating the curriculum development (meetings with client and instructor, instructor development, preparation and printing of materials).
- Some front-end analysis to validate the employer's stated need should be rolled into your hourly rate and considered a part of doing business. However, an in-depth needs analysis should be in addition to your hourly rate and sometimes a different contract that culminates in a proposal for training and other services.
- Performance interventions such as job aids, development or organizational development will have to be scoped out thoroughly to include all expenses and time required to accomplish goals. In most cases, you will present a project rate, or, in the case of consulting, a not-to-exceed projected amount.
- Counseling, testing, and tutorial services may have a set rate for each that covers direct costs and some coordination time.
- Books and other instructional materials are usually a per person charge when invoicing the company. Be sure to include shipping, handling, tax and a coordination fee.



## GENERIC PROPOSAL TEMPLATE

Your Name/Business Name  
Address, email, website  
Phone #s

### Introduction

*<Update with project history>*

*<Example: The <Client Name> has expressed their intent to ... (train, develop a business plan, reorganize, etc.)*

The <Client> has request a proposal in response to their request. <More if needed>

This proposal is for the development and delivery of <list deliverables>

### Scope of Work

Working with the client <your name/organization here> will perform the following services to deliver *<final deliverables>*.

**Curriculum Development** – *<Include if applicable>*  
**Business Plan/Strategic Plan** - *<Whichever is relevant>*  
**Facilitation Skills**  
**Train-the-Trainer**  
**Training Delivery**

*<Provide a description of the work to be done, how, locations, etc.>*

### Audience/Participants

*<Who will participate – if services like business plan identify key stakeholders who should be involved and level of involvement.>*

**Course Learning Objectives** *<Include if applicable>*

**Program and Cost Elements** - *<Include all areas of cost – not necessary to show individual costs in proposal>*

#### I. Project Name

- *<Project Name>*

#### II. Customized Curriculum Design & Train the Trainer *<Include, if applicable>*

- *<Resource Name> will design and develop customized curriculum*
- *<Resource Name> will train the trainers on the customized curriculum*

#### III. Materials

- *<List materials to be included in the cost of the delivery and for whom they will be provided>*



**IV. Instruction Parameters**

- *Maximum class size: <#> participants*
- Training program is <#> hours in duration – *<specify number of hours per day and the number of days> <Example: Five (5) eight (8) hour days>*

**V. Venue**

- The services will be delivered *<specify locations for service delivery>*

**VI. Service Delivery Schedule**

- Services will be delivered on a schedule that is to be determined as agreed upon with Client
- Tentative schedule includes *<specify tentative schedule set by the client>*. Schedules are subject to service provider’s availability.

**VII. Cancellation Policy**

Either party may terminate this agreement with thirty (30) days written notice between those parties who sign this agreement. In the event of termination, Client agrees to reimburse the CA CC for costs incurred. These costs include, but are not limited to, course development fees listed in fee section of proposal to the last day of services. Any service delivery block in progress at the time of such notice or effective date of termination shall be allowed to finish.

In case of rescheduling, or canceling of services already scheduled, the Client will notify the CA CC no less than fourteen (14) days prior to the action. If fourteen (14) days notification is not made, Client will be responsible for fifty percent of contract amount for notification up to seven (7) days prior to commencement of scheduled service. Thereafter, the Client will be responsible for full payment of contract fees if cancellation or rescheduling is made.

**VIII. Payment Schedule**

- *<Your Name> will invoice Client for all services rendered <Insert payment terms, i.e., 20% to start, at completion of certain deliverables, or within 15 days of service completion>*
- Client payment will be due within 30 days of invoice dates.

**IV. Fees - <Can break down fees by component or provide a single total Amount>**

- Component 1
- Component 2
- Component 3
- Component 4

Total Contract Amount: \_\_\_\_\_



### Contract Education Data Collection Tool

<b>COLLEGE/DISTRICT REPORTING:</b>	
<b>CONTACT:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

Company/Agency Name	Contract #	Date	1. Federal Employer ID# (EIN)	2. SIC	3. Size (SML)	New	Re-peat	# Participants	Instr. Hrs	Non-Training Services	Employer-paid Revnue	FTES	Fee Based
Current totals													





1. Federal Employer ID (EIN) This number is 9 numbers long. 00-00-00002.
2. SIC CODES
  - A. Agriculture, Fishing, Mining
  - B. Construction
  - C. Manufacturing (includes wide array of products: food, textile, wood, industrial; commercial machinery & computers; transportation equipment)
  - D. Transportation
  - E. Communications
  - F. Utilities
  - G. Wholesale Trade
  - H. Retail Trade (includes eating and drinking places)
  - I. Finance, Insurance, Real Estate
  - J. Health Services
  - K. Educational Services
  - L. Other Services (includes lodging places and other services; personnel, business, auto repair, motion pictures, amusement & recreational, legal, engineering/accounting/research/management)
  - M. Public Administration (government agencies, police, fire departments, publicly funded agencies)
3. Size: S = <      M = 250      L = 500

Non-training services are things such as employee assessments, organizational assessments, development of job aids, curriculum development, consulting, etc

Employer-paid includes all funds paid by the employer including administrative costs. for credit, (FTES) courses

FTES = Apportionment Generating State Funding - If employer-paid credit put under Employer-paid revenue

FTES = # of students X instructional hrs/525 (i.e., 25 x 40 = 1000/525 = 1.9 FTES)

FTES Income=FTES X Your Institution's Funding Amount (i.e., 1.9 X \$3144 = \$5973.60)

Fee-based courses are those paid by individuals.





## WORKSHOP EVALUATION FORM

<b>Title:</b>	<b>Date:</b>
<b>Location:</b>	<b>Instructor:</b>

<b>REACTION</b> (5 = strongly agree, 1 = strongly disagree)	5	4	3	2	1	n/a
I found the knowledge, skills, tools and techniques from the workshop to be relevant to my job.						
My understanding of the workshop material was increased by the instructor's use of lecture, exercises, and discussions.						
I found that the participant guide, handout materials, and job aids used in the workshop aided my understanding of the content presented.						
My comments related to course relevance, instructor or materials:						

<b>LEARNING</b> (5 = extensive knowledge, 1 = very little knowledge)	5	4	3	2	1	n/a
My level of knowledge regarding "Strategy & Solution Selling"						
Prior to this workshop was						
After completion of this workshop is						

<b>APPLICATION</b> (5 = strongly agree, 1 = strongly disagree)	5	4	3	2	1	n/a
I will be able to apply the knowledge and skills learned in this workshop when I return to my job.						
I estimate I will use the tools or techniques learned in this workshop to the following extent (circle one):						
<p style="text-align: center;">None      Limited      Moderate      Significant      Very Significant</p>						

These are the barriers that I anticipate may hinder my ability to apply new knowledge/skills gained from this workshop:

**IMPACT**

I think these impact measures will result from the application of knowledge/skills from this workshop (circle all that apply).

Increased...

Quality      Revenue      Margin      Productivity      Efficiency

**WORKSHOP SUGGESTIONS**

Please share your workshop additions, deletions, or modifications:

**KEEP THIS!** I found this useful and relevant:

**DROP THIS!** I found this neither useful nor relevant:

Other suggestions I have regarding this workshop:

**SATISFACTION** (5 = strongly agree, 1 = strongly disagree)

5    4    3    2    1    n/a

Overall, my learning needs in this subject area were met by this workshop.

I would recommend this workshop to others.


*Contact Information (Optional)*

Name: \_\_\_\_\_

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

College: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



## SAMPLE AGREEMENT FOR CONTRACT INSTRUCTION

College/District Name  
Address/City/Zip

### AGREEMENT FOR CONTRACT INSTRUCTION (NOT FOR CREDIT INSTRUCTION)

(Name) Community College District, hereinafter referred to as "Contractor," and **[client name & address]**, hereinafter referred to as "Recipient," mutually agree as follows:

1. Contractor represents that it is a public post-secondary institution with the capability and the experience to provide services in the area of **[topic]** at the post-secondary level.
2. Facilities will be provided by **[Recipient or Contractor]** to conduct the program specified herein. They shall meet the requirements of state and local safety and health regulations during the term of the Agreement.
3. Recipient and Contractor will honor the schedule of meeting times mutually agreed upon beginning **[date]** and not to exceed **[date]**.
4. The location of the services shall be: **[location address]**
5. For a fee not to exceed **[\$[xxxx.xx]]**, Contractor shall provide the following services:

#### **[Description of services]**

Should Recipient require additional services in any of the above components, the fee shall be negotiated separately.

6. The instructor(s) shall be **[Instructor Name or As mutually agreed upon]**.
7. All participants shall be under the direction and supervision of the instructor as specified herein.
8. Payment of 20% **[\$[amount]]** is due prior to the start of instruction. Recipient shall compensate Contractor for services provided pursuant to this Agreement in the amount specified within thirty (30) days following the receipt of an invoice from Contractor for the services described herein.
9. Contractor represents that all operations of Contractor's business are and will continue to be conducted in compliance with Title VI and VII of the Civil Rights Act of 1964; Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.
10. Recipient agrees not to enter into a competitive agreement for these services with the instructor(s) or consultant(s) provided by Contractor for a period of one year following the conclusion of this agreement.



11. Contractor shall indemnify and hold Recipient harmless against any liability whatever arising from any act or acts of the Contractor or subcontractors participating or functioning in this training program and activities herein provided, to the extent provided by law.

Recipient shall indemnify and hold Contractor harmless against any liability whatever arising from any act or acts of Recipient's employees assigned directly to this training program and activities herein provided, to the extent provided by law.

12. The College District retains the right to cancel any class that is offered under this agreement no later than 10 days before the first meeting of the class.

The Recipient retains the right to cancel the course that is offered under this agreement no later than 10 days before the first meeting of the class. If the course is canceled 10 days to 30 days prior to start of the course, the 20% deposit is non-refundable.

If the Recipient cancels the course 9 days to 2 days prior to the course, it shall pay the College District 75 % of the Course Fee. If the Recipient cancels the course 1 day before the course or later, 100% of the fee will be due.

A course may be rescheduled within 90 days of the original course date, with no penalty fee. All fees are due by the original due date.

**CONTRACTOR**

**RECIPIENT**

**COLLEGE/DISTRICT NAME**

**CLIENT**

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

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

Name: District Authorized Agent: \_\_\_\_\_

Name & Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

College Address: \_\_\_\_\_

Client Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN: \_\_\_\_\_  
(Federal Employer Identification Number)



## SAMPLE FACULTY CREDIT CONTRACT

College/District Name  
Address/City/Zip

### CONTRACT EDUCATION FACULTY ASSIGNMENT INFORMATION (CREDIT ASSIGNMENTS)

#### INSTRUCTOR INFORMATION:

Name, Address, Phone

#### COURSE INFORMATION:

- Prepare and provide instruction in **subject** for the **client**
- Course location:
- Course schedule: as scheduled beginning **dates**

#### PAY INFORMATION:

Lecture Hours: **xx**

To be paid by the Office of Educational Programs and Services.

Lab Hours: **xx**

**Part-Time Faculty:** see Part-Time Faculty Pay Contract provided by EP&S under separate cover.

**Full-Time Faculty:** use attached Certificated Extra Services timesheet and return it to the Customized Workforce Development Office for processing.

**NON-ASSIGNABILITY:** Instructor agrees not to assign this agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this section shall automatically terminate this agreement.

**NON-COMPETITION:** Instructor agrees not to enter into a competitive agreement with the client(s) served by this agreement for a period of one year following the last date covered by this agreement.

**COLLEGE/DISTRICT NAME**

**INSTRUCTOR NAME**

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

SSN: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_





## SAMPLE FACULTY NOT FOR CREDIT CONTRACT

College/District Name  
Address/City/Zip

### CONTRACT EDUCATION FACULTY ASSIGNMENT INFORMATION (NOT FOR CREDIT ASSIGNMENTS)

This agreement entered this **date** by and between the College/Community College District and:

**Name, address, phone**

as a **(Name of College)** College employee for the Contract Education Office.

#### GENERAL CONDITIONS:

- In consideration of the payments as described below, the employee shall perform for District, services set forth below:
  - Prepare and provide instruction in **subject/title** for employees of **client name**.
  - Course location: **location/address**
  - Course schedule: as scheduled beginning **start date** and not to exceed **end date**.
- Payments. District has the right to cancel the service to be performed in Paragraph 1. In the event of such cancellation, compensation will be limited to the services actually performed. In consideration of the services provided in paragraph 1, District shall pay to the employee a sum of money not to exceed, during the term of this agreement, the total sum set forth below.

Instructional Hours	##	at \$40.84 per hour =	\$
Stipend	##		\$
Total Compensation			\$

Instructional hours will be paid on a monthly basis according to the number of hours worked in each pay period as submitted on the monthly timesheet. The stipend will be paid on the first payroll date following completion of the above services.

- Non-assignability. Employee shall not assign this agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this section shall automatically terminate this agreement.
- Non-competition. Employee agrees not to enter into a competitive agreement with the client(s) served by this agreement for a period of one year following the last date covered by this agreement.

The College/Community College District is an Equal Opportunity-Affirmative Action employer.

**COLLEGE/DISTRICT NAME**

**INSTRUCTOR NAME**

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

SSN: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_