Course Instructor Agreement

Whereas, (insert name) (“INSTRUCTOR”) desires to teach a college course for the Kern Community College District (KCCD), and;

Whereas the KCCD desires that INSTRUCTOR teach a college course for KCCD as part of its dual enrollment program with the (insert name) School District (DISTRICT);

Therefore KCCD and INSTRUCTOR (collectively known as the PARTIES) agree as follows:

1. INSTRUCTOR shall at all times during the term of this agreement be an employee of DISTRICT.

2. INSTRUCTOR represents that it all times during the term of this agreement INSTRUCTOR shall meet the minimum qualifications for teaching a community college course as provided in 5 CCR 53400-53430 and applicable KCCD policy.

3. INSTRUCTOR is not an employee of KCCD.

4. INSTRUCTOR agrees that when INSTRUCTOR is providing instruction for a college course, KCCD shall have the primary right to control and direct the instructional activities of INSTRUCTOR. INSTRUCTOR shall be considered an employee of KCCD for the limited purpose of rendering instructional services under the terms of this agreement.

5. INSTRUCTOR shall comply with all applicable policies and procedures of KCCD in rendering instructional services under this agreement. INSTRUCTOR shall also comply with all applicable state and federal statutes and regulations in rendering services under this agreement.

6. INSTRUCTOR understands and agrees that INSTRUCTOR’s performance under this agreement shall be evaluated by KCCD as provided in California Education Code Section 87663 (a).

7. The Memorandum of Understanding for Dual Enrollment between KCCD and District (“MOU”) is incorporated by reference as if fully set forth herein. In the event of a conflict between this agreement and the MOU the provisions of the MOU shall prevail.