

Agreement
Between
_____ County Regional Education Service Agency
And
_____ Community College
2014-2015 School Year

This Agreement is entered into between _____ Community College (“_____” or the “College”), located at _____, city of _____, state of _____ and _____ County Regional Education Service Agency, located at _____, city of _____, state of _____, to offer instruction in the occupational programs specified in Exhibit A. It is understood by both parties that administration of the total program and terms of this agreement will be reviewed and renewed annually unless one of the parties notifies the other in writing of its intent to cancel the agreement one full semester prior to the end of the academic year. It is further understood that _____ Community College faculty teaching in the occupational programs are subject to the terms of agreement between the Board of Trustees of _____ Community College of the State of _____ and _____ Community College Chapter of the _____ Association for Higher Education at _____ Community College, 2012-2016. The agreement is available upon request or can be accessed at http://www._____.edu/hr/labor_contracts/.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the undertakings and terms by which _____ Community College will provide state approved Career and Technical Education (CTE) instruction in specified secondary occupational programs to secondary students of _____ County Regional Education Service Agency for the mutual benefit of the parties during school year 2014-2015 and beyond if extended by the parties.

II. NATURE OF THE PROGRAM

_____ Community College will provide _____ County Regional Education Service Agency students, assigned by _____ County Regional Education Service Agency, with instruction meeting state standards, in the occupational areas listed on Exhibit A. The instruction will take place in classrooms and facilities provided by _____ County Regional Education Service Agency. _____ County Regional Education Service Agency will pay _____ Community College for _____ Community College’s services in accordance with Exhibit A or as mutually agreed upon subsequent to the signing of this Agreement.

III. CONTRACT TERM

The initial term of this Agreement shall begin on August 1, 2014, and shall expire on July 30, 2015, (the “Base Term”). This Agreement shall commence upon the date set forth above and continue for a term of one school year. It shall be automatically renewed there after every year for an additional school year, unless terminated by either party upon notice to the other at least 365 calendar days before June 30 of any year, in which event the Agreement terminates on June 30 of that year. Each party agrees to meet with the other during the month of May,

prior to automatic renewal, to discuss the continuation of the Agreement and if changes to it are needed.

IV. UNDERTAKINGS OF THE COLLEGE

The College will:

- A. Provide contracted CTE instruction to high school during the 2014-2015 school year in occupational areas jointly determined by _____ County Regional Education Service Agency and _____ Community College and at the cost specified in Exhibit A.
- B. Agree that costs of this program include: salaries and fringe benefits for instructional staff, course fees, overhead for coordination, and other operating costs covered by this contract.
- C. Provide instruction for all programs/sections listed in Exhibit A for the number of hours per day described in Exhibit A, or as mutually agreed upon subsequent to the signing of this Agreement, as established by the _____ County Regional Education Service Agency School Calendar.
- D. Allow refunds based upon a pro-ration of the basic contract if there is an interruption in the delivery of the _____ County Regional Education Service Agency program caused by unavoidable circumstances, i.e. work stoppages and/or strikes.
- E. Identify instructional staff to be assigned to _____ County Regional Education Service Agency for the coming school year by August 25 unless the college is notified after May 30th that the previous instructor will not be returning.
- F. Insure that staff assigned pursuant to this Agreement, have sufficient time to prepare for instructional activities and that full-time instructors attend in-service activities and staff meetings as set by the _____ County Regional Education Service Agency School Calendar. The college will encourage part-time instructors to attend staff meetings insofar as possible.
- G. Comply with those sections of the Office of Career and Technical Education “Administrative Guide for Career and Technical Education in _____ (state)” and “Guidelines for Planning New Career and Technical Education Programs” that apply to school districts which contract with community colleges for Career and Technical Education. Said Administrative Guide will be that which is located on the OCTE Website at http://www._____.
- H. Permit Career & Technical Education personnel of _____ County Regional Education Service Agency to make classroom/program visitations, provided those visits are in compliance with the appropriate division’s classroom visitation policy as stipulated by the _____ contract.
- I. Drop any program/section at the end of the _____ County Regional Education Service Agency fall semester provided it receives thirty

(30) days notice from _____ County Regional Education Service Agency to do so.

- J. Provide _____ County Regional Education Service Agency with daily attendance reports and with grade reports at marking period intervals.
- K. Provide _____ County Regional Education Service Agency with information relating to the numbers of students with special needs served daily at marking period intervals.
- L. Cooperate, at the request of _____ County Regional Education Service Agency, in the implementation of Individualized Education Plans for students assigned to the programs.
- M. Comply with all required safety standards.
- N. Maintain standards and provide instruction that allows _____ County Regional Education Service Agency to request and maintain state approved programs.
- O. The college shall conduct background investigation for employment purposes for all employees assigned to _____ County Regional Education Service Agency. This is consistent with normal human resources operating procedures at the college.

V. UNDERTAKINGS OF THE DISTRICT

The District will:

- A. Provide coordination of total program and curriculum development, which includes communication with county districts, staff and business community; providing clerical support, classroom supplies/materials and program paraprofessionals if necessary.
- B. Assign secondary students to the programs/sessions identified in Exhibit A and make a good faith effort to do so before the state count date of each semester.
- C. In the event of student dropout and program vacancies, will NOT admit new students without the approval of the Director of K-12 Relations and program faculty.
- D. Pay the College in the amounts described in Exhibit A and at the times described in section VI. G or the amounts established, subsequent to the signing of this Agreement, should a change in the amounts be warranted.
- E. Provide the College with notice of at least thirty (30) days before the end of the _____ County Regional Education Service Agency first semester to drop any program/section for the next semester that it does not wish to continue.
- F. Assume all responsibility for all local educational agency obligations under the Individuals with Disabilities Education Act.

- G. Consult with instructional staff to determine special instructional materials and supplies required for providing ancillary services to students with special needs, and to provide those items where possible.
- H. Conduct background investigation and finger-printing for employment purpose for _____ Community College employees assigned to the “District”. The “District” reserves the right to refuse the College’s assignment of any individual, agent or employee of the College to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the “District’s” judgment, unfitness to perform services under this Agreement. The “District’s” right of refusal shall have no effect on the employment status between the College and its employee or agent. Further, the College retains the sole right to reassign, hire, fire, discipline or discharge the employee or agents in service to the District. The “District’s exercise of its rights shall not impact the College’s decision related to its employees.
- I. Direct concerns regarding faculty to the appropriate Program Director, Chair and/or Associate Dean.
- J. By the count day of each semester have no more than the number of students listed in Exhibit A assigned to the respective section nor have more than 8 students with special needs assigned to any one section at any time without having discussion with and a prior written addendum signed by the Director of K-12 Relations and _____ County Regional Education Service Agency. This discussion may result in the addition of a paraprofessional to assist the students, with the cost to be paid by _____ County Regional Education Service Agency.

VI. SCHEDULING/BUDGETING AND COSTS

- A. _____ County Regional Education Service Agency to provide _____ Community College with a preliminary list of programs and sections to be offered, all as described in Exhibit A. This preliminary list will be provided by March 1st of the school year prior to operation. The final list will be provided by May 1st.
- B. Time of operation is 7:45AM–10:00AM and 12:30PM-2:45PM.
- C. _____ County Regional Education Service Agency to provide _____ Community College with a final list of the number of sections for each program by July 1 of the school year prior to operation and a preliminary estimate of the number of students, the number of students with special needs in each section by August 20th of the school year prior to operation.
- D. _____ Community College to provide _____ County Regional Education Service Agency with a statement of the estimated maximum cost of each program, as described in Exhibit A. This statement of costs will be provided to _____ County Regional Education Service Agency by April of the year prior to operation. The figures are estimated maximum costs and subject to revision or adjustment to reflect actual

salary and supply costs. It is understood that all instructor support services and classroom preparation time are included in the instructional costs.

- E. _____ County Regional Education Service Agency and _____ Community College shall cause Exhibit A to be amended to state the finally agreed upon programs and prices for each program to be offered, however, the price shall not be reduced below the number of sections for each program identified in paragraph VI.C. above without the mutual agreement of both parties.
- F. It is understood that the costs include “fixed” costs reflecting all instructor salary and fringe benefits and the appropriate overhead for each program. This amount cannot be changed based on the number of students enrolled, it is a “fixed” or guaranteed” amount.
- G. The College shall bill the District in accordance with the above understanding four times per academic year: December, March, June, and July. _____ County Regional Education Service Agency will pay this amount within 30 days of receipt of the bill. _____ County Regional Education Service Agency may request reasonable documentation supporting the amounts reflected in the billings.

VII. STUDENT DISCIPLINE

- A. _____ County Regional Education Service Agency has reviewed _____ Community College’s Policies, the “Student Code of Conduct”, and the “Student General Rules and Guidelines”, and agrees that these policies and guidelines shall apply to the _____ County Regional Education Service Agency students participating in _____ Community College programs that are the subject of this Agreement. Department/program/course requirements will be applied by _____ Community College faculty.
- B. If either _____ Community College or _____ County Regional Education Service Agency initiates disciplinary proceedings against a student, then the entity will be required to impose disciplinary penalties in accordance with their Student Code of Conduct. Once a disciplinary process has begun, the party enforcing it shall bear sole responsibility for its enforcement.

VIII. SUBSTITUTE FACULTY

- A. _____ Community College shall be primarily responsible for assuring that _____ Community College faculty conducts each class. As a result, _____ Community College shall receive the initial call from _____ Community College staff relating to personal emergencies and shall seek suitable substitute faculty from _____ Community College staff and independent contractors meeting the requirements of this Agreement.

- B. In the event _____ Community College is unable to place a substitute in the classroom on any date, _____ Community College shall notify _____ County Regional Education Service Agency on-campus staff and shall obtain a replacement through _____ County Regional Education Service Agency's substitute teacher system. In the event the substitute system is used, the expense incurred shall be deducted from the total compensation due _____ Community College from _____ County Regional Education Service Agency for the billing period in which the expense is incurred.
- C. In the event _____ County Regional Education Service Agency staff acts as the substitute for any faculty position, _____ Community College shall deduct the corresponding amount from the total compensation due _____ Community College from _____ County Regional Education Service Agency for the billing period in which such substitution occurs. The amount shall be equal to the local substitute teacher rate times the number of hours worked.

IX. MUTUAL UNDERTAKINGS

Each of the parties will:

- A. Appoint and identify to the other a principal liaison who will consult with each other as needed on such matters as day-to-day responsibilities, unanticipated issues, student and instructor behavior, discipline, individual student needs or accommodations, and administrative details. All notices required or anticipated by this Agreement shall be to the person(s) identified as principal liaison or designee.
- B. Comply with all applicable laws including, but not limited to, the Family Educational Rights and Privacy Act.
- C. Meet and agree on the details of a class schedule/calendar, which will be published by the _____ County Regional Education Service Agency to its students/parents.
- D. Not discriminate against employees or applicants for employment with respect to hiring, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment; or discriminate against students or recipients of services or applicants for receipt of services because of race, color, religion, national origin, age, sex, height, weight, marital status, lack of English language skills, or disability.
- E. Allow any vacancies created by student drop out after the state count date, and verified by _____ County Regional Education Service Agency to be filled with new students as individually and mutually approved by the parties through their principal liaisons.
- F. Comply with the requirement for students to meet established course prerequisites as determined by ACT scores or required Accuplacer levels for course(s) prior to college credit being granted.

- G. This Agreement may not be altered, amended, changed, waived, terminated, or modified in any manner except in writing and signed by or on behalf of both parties.

X. GENERAL AND MISCELLANEOUS PROVISIONS

- A. Liability - Statutory and common law principles of liability, indemnification, contribution, and equitable restitution govern and apply to claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from the acts or omissions of the parties and their employees.
- B. Insurance – At all times during the term of the Agreement, _____ County Regional Education Service Agency shall maintain and provide certificates of insurance for:
1. Commercial General Liability including teacher’s professional, for a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate, naming _____ Community College as an additional insured.
 2. Worker’s Compensation Insurance, including employer’s liability to cover employee injuries or disease compensated under the Workers’ Compensation Statutes of the State of _____.
 3. Comprehensive automobile liability insurance to cover _____ No-Fault liability, residual bodily injury liability and property damage with coverage limits as outlined above, and otherwise complying with the provision of the _____ No-Fault Act, such policy covering any and all occurrence arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.
 4. All Risk Property Insurance for all _____ County Regional Education Service Agency property on a replacement cost basis, with no greater than \$1,000 deductible with waiver of subrogation in favor of _____ Community College.
- C. Worker’s Compensation Insurance. _____ Community College shall maintain Worker’s Compensation Insurance, including liability to cover employee injuries or disease compensated under the Worker’s Compensation Statutes of the State of _____. _____ Community College shall provide _____ County Regional Education Service Agency with verification of insurance.
- D. No Assignment. Neither party may assign or in any manner transfer this Agreement or any rights or obligations hereunder without the consent of the other.
- E. Waiver of Breach. The failure of either party to enforce strictly any provision of this Agreement shall not be construed as a waiver thereof or as excusing the defaulting party from future performance.
- F. Severability. If any portion of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the parties agree to

negotiate in good faith to reach a new Agreement which accomplishes essentially the same objectives for all the parties but which does not contain the invalid or unenforceable provisions.

- G. Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of _____.
- H. Term of Agreement. This Agreement shall commence upon the date set forth above and continue for a term of one school year. It shall be automatically renewed thereafter every year for an additional school year, unless terminated by either party upon notice to the other at least 365 calendar days before June 30 of any year, in which event the Agreement-terminates on June 30 of that year. Each party agrees to meet with the other during the month of May, prior to automatic renewal, to discuss the continuation of the Agreement and if changes to it are needed.
- I. Sole Employer. It is the intent of the Parties that the College will be the sole employer of any individuals assigned to _____ County Regional Education Service Agency pursuant to this Agreement. This Agreement may not be interpreted in a manner that create a joint or co-employer relationship.
- J. Remedies in Event of Breach. If either party shall substantially breach this Agreement, remedies shall be limited to an action for damages. Damages, however, shall be limited to compensatory damages and shall exclude incidental and consequential damages.
- K. No Third Party Beneficiary. This Agreement is intended solely for the mutual benefit of the parties hereto and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the College and the District; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent, employee or prospective employer of any student.
- L. Entire Agreement. This Agreement together with Exhibit A constitutes the entire Agreement between the parties and all prior discussions, Agreements, and understandings, whether oral or in writing, are hereby merged into this Agreement. Any additions or amendments to this Agreement and its Addenda shall be of no force and effect unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized representatives, all necessary approvals of each institution having been obtained.

_____ County Regional Education
Service Agency

_____ Community College

Superintendent

Chief Financial Officer

Date: _____

Date: _____

Liaison

Liaison

Date: _____

Date: _____

DRAFT