

Agreement
Between
_____ Regional Education Service Agency
And
_____ Community College
2014-15 School Year

This Agreement is entered into between _____ Community College (“_____” or the “College”), located at _____, city of _____, state of _____ and _____ 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._____.

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 _____ Regional Education Service Agency for the mutual benefit of the parties during school year 2014-15 and beyond if extended by the parties.

II. NATURE OF THE PROGRAM

_____ Community College will provide _____ Regional Education Service Agency students, assigned by _____ 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 on _____ Community College’s campuses. _____ Regional Education Service Agency will pay _____ Community College for _____ Community College’s services and facilities 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 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.

IV. UNDERTAKINGS OF THE COLLEGE

The College will:

- A. Provide contracted CTE programs including instructional staff, Academic Professionals, facilities, and instructional materials (other than textbooks) to secondary level students as assigned by _____ Regional Education Service Agency in the occupational areas and for the fees specified in Exhibit A. Programs are comprised of existing college courses.
- B. Agree that the costs of this program include: salaries and fringe benefits for instructional staff, Academic Professionals, facilities, course fees, instructional materials (other than textbooks), 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, and as mutually agreed upon subsequent to the signing of this Agreement, as established by the _____ 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 _____ Regional Education Service Agency program caused by unavoidable circumstances, i.e. work stoppages and/or strikes.
- E. Identify instructional staff and paraprofessional (Lab Assistants) to be assigned to _____ Regional Education Service Agency classes for the coming school year by August 25 unless the college is notified after May 30th that the previous instructor or Lab Assistants 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 _____ 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 _____” 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.
- H. Permit Career & Technical Education personnel of _____ 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 _____ Regional Education Service Agency fall semester provided it receives a thirty (30) day notice from _____ Regional Education Service Agency to do so.
- J. Provide _____ Regional Education Service Agency with daily attendance reports and with grade reports at marking period intervals.
- K. Provide _____ Regional Education Service Agency with information relating to the numbers of students with special needs served daily per two week intervals aligning with _____ Community College pay periods.
- L. Provide _____ Regional Education Service Agency access to dedicated campus office space for the use of _____ Regional Education Service Agency personnel as needed to administer and support the _____ Regional Education Service Agency programs. This office space is located at _____.
- M. Cooperate, at the request of _____ Regional Education Service Agency, in the implementation of Individualized Education Plans for students assigned to the programs.
- N. Comply with all required safety standards.
- O. Maintain standards and provide instruction that allows _____ Regional Education Service Agency to request and maintain state approved programs.
- P. The College shall bill the District in accordance with the above understanding at the end of each semester on or about March and July. The _____ Regional Education Service Agency will pay this amount within 30 days of receipt of the bill. The _____ Regional Education Service Agency may request reasonable documentation supporting the amounts reflected in the billings.
- Q. The college shall conduct background investigation for employment purposes for all employees assigned to _____ 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 _____ Community College with a list of students to be enrolled in the programs/sessions before the state count day of each semester.
- B. Pay the College in the amounts described in Exhibit A and the amounts established at the times described in IV. P of the Agreement, subsequent to the signing of this Agreement, should a change in the amounts be warranted.
- C. Be responsible for all matters relating to the care, custody, security, and maintenance of all _____ Regional Education Service Agency classroom and

administration office equipment and supplies utilized on the _____ Community College campuses.

- D. Provide the College with notice of at least thirty (30) days before the end of the _____ Regional Education Service Agency first semester to drop any program/section for the next semester that it does not wish to continue.
- E. Assume all responsibility for all local educational agency obligations under the Individuals with Disabilities Education Act, except for those obligations relating to college facilities.
- F. Agree to create a list that includes the _____ Regional Education Service Agency employees who have keys to College facilities and the number of the key or other identifying information. This will be initiated by the college each semester.
- G. Prohibit use of the master facility key by anyone other than the _____ Regional Education Service Agency administrator in charge of the programs described in this Agreement.
- H. Consult with support and instructional staff to determine special instructional materials and supplies required for providing ancillary services to special needs students, and to provide those items where possible.
- I. Direct concerns regarding faculty to the appropriate Chair and/or 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 _____ Regional Education Service Agency. This discussion may result in the addition of an Academic Professional to assist the students, with the cost to be paid by _____ Regional Education Service Agency.

VI. SCHEDULING/BUDGETING AND COSTS

- A. _____ Regional Education Service Agency to provide _____ Community College with a preliminary list of programs and the number of sections to be offered, all as described in Exhibit A. This preliminary list will be provided by March of the school year prior to operation. The final list will be provided by May 1.
- B. Times of operation: Main Campus: Morning 7:20-9:20 and Afternoon 12:05-2:05. West Campus: Morning 7:20-9:20 and Afternoon 12:20-2:15. _____ Regional Education Service Agency students must vacate classrooms by 2:00 to accommodate _____ Community College sections that begin at 2:10 P.M.
- C. _____ 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 and the number of students with special needs in each section by August 19 of the school year prior to operation.

- D. _____ Community College to provide _____ 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 _____ 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, classroom preparation time and supplies are included in the instructional costs.
- E. _____ 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 costs for 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. It is understood that the costs include material costs for each program representing enrolled students at each fourth Wednesday count day. Actual billed costs will be calculated on a per student basis.
- H. All textbooks are supplied by and remain the property of _____ Regional Education Service Agency.

VII. CREDENTIALS, INSERVICE AND COORDINATION MEETINGS FOR ACADEMIC PROFESSIONALS

- A. A career and technical education paraprofessional is a non-certified staff person. As required by the _____ Department of Education, Office of Career and Technical Education (OCTE) “the paraprofessional should have a strong background in the career and technical education program area(s) to which assigned. Generally, these staff should have a minimum of two years of occupational experience or an associate’s degree and one year of occupational experience in the occupational area to which they are assigned or have work experience commensurate to these qualifications. They are assigned to work with teachers and students in the specific, or closely related, occupational area based on their educational background and work experience”. (OCTE/Admin. Guide February 2005) While every effort will be made by _____ Community College to insure that paraprofessionals employed will have a minimum of two years of occupational experience, it is acknowledged by both parties that this may not be possible in all circumstances in which case _____ Community College will employ the paraprofessional who in their best judgment can best assist students in consultation with _____ Regional Education Service Agency.
- B. Either _____ Regional Education Service Agency or _____ Community College may determine that the paraprofessional staff should be required to attend educational or in-service activities. In such event, _____

Regional Education Service Agency and _____ Community College shall meet in advance of the proposed activities to determine the schedule of those activities and how _____ Regional Education Service Agency and/or _____ Community College shall meet the costs of those activities. _____ Regional Education Service Agency agrees that, because paraprofessional staff is retained by _____ Community College, _____ Community College shall have the sole discretion to determine the amount of payment to be made to paraprofessionals for such additional activities. The _____ Community College job title for these positions is Academic Professionals.

VIII. STUDENT DISCIPLINE

- A. _____ Regional Education Service Agency has reviewed _____ Community College's policies entitled "Your rights as a student at _____ Community College", "Student General Rules and Guidelines, and agrees that these policies shall apply to _____ Regional Education Service Agency students participating in _____ Community College programs that are the subject of this Agreement.
- B. _____ Community College and _____ Regional Education Service Agency shall collaborate with regards to disciplinary issues involving _____ Regional Education Service Agency students enrolled in _____ Community College courses before either party begins commencement of their respective discipline processes. Once a disciplinary process has begun, the party enforcing it shall bear sole responsibility for its enforcement

IX. 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 _____ Regional Education Service Agency on-campus staff and shall obtain a replacement through _____ 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 _____ Regional Education Service Agency for the billing period in which the expense is incurred.

C. In the event _____ Regional Education Service Agency staff acts as the substitute for any position, _____ Community College shall deduct the corresponding amount from the total compensation due _____ Community College from _____ 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.

X. SPACE RENTAL

A. _____ Community College will provide adequate office space for the _____ Regional Education Service Agency Health Technology instructors and _____ Regional Education Service Agency Student Service Coordinator, _____ Campus (the "Premises") and three additional offices for _____ Regional Education Service Agency personnel, and storage, on _____ Campus (the "Premises"). Please reference the _____ for a complete listing of all areas. _____ Regional Education Service Agency hereby leases and takes the Premises from the College, for the hours of the day, for the term, at the rental, and upon the terms, covenants, and conditions as detailed in this Agreement.

B. _____ Regional Education Service Agency understands that its rights to the Premises are non-exclusive except during the hours specified in this Agreement. _____ Regional Education Service Agency shall have exclusive use of the Premises for the hours of _____ a.m. to _____ p.m. The exceptions for classrooms are:

_____.

_____ Regional Education Service Agency students must vacate classrooms by _____ to accommodate _____ Community College sections that begin at _____. For all other days of the year and hours of the day, the _____ Regional Education Service Agency shall have a non-exclusive right to house certain equipment related to its educational purposes on the Premises, but the College retains its exclusive right to use of the Premises. _____ Regional Education Service Agency hereby grants the College the non-exclusive right to use _____ Regional Education Service Agency equipment housed within the Premises at the discretion of the College, except that (1) the College shall be liable for any damage to the equipment that occurs at any time except the period during which the _____ Regional Education Service Agency has exclusive use of the Premises; and (2) the College shall not have the right to remove the equipment from the Premises at any time without the prior written consent of the _____ Regional Education Service Agency.

C. _____ Regional Education Service Agency shall occupy and use the Premises solely for purposes of conducting educational meetings and activities pertaining to _____ Regional Education Service Agency/_____ Community College programs.

D. _____ Regional Education Service Agency shall not use or permit the

Premises to be used in any manner which will result in waste or the creation of a nuisance, and _____ Regional Education Service Agency shall maintain the Premises free of any objectionable noises, odors, clutter, or disturbances.

- E. _____ Regional Education Service Agency shall not make any alterations or improvements to the Premises without obtaining the prior written consent of the College, which consent shall not be unreasonably withheld. The College's consent may be conditioned upon the _____ Regional Education Service Agency removing any such alterations or improvements upon the expiration or termination of the Agreement and restoring the Premises to the condition which existed on the date _____ Regional Education Service Agency took possession, subject to normal wear and tear. All work with respect to any alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel, and such work shall be diligently prosecuted to completion.
- F. _____ Regional Education Service Agency may not assign its rights or obligations under this Agreement without obtaining the prior written consent of the College.
- G. The occurrence of any one or more of the following events shall constitute a material default under this Agreement by the _____ Regional Education Service Agency:
1. The failure by the _____ Regional Education Service Agency to make any payment within thirty (30) days of the date when due of any payment required to be made by the _____ Regional Education Service Agency under this Agreement.
 2. Failure by the _____ Regional Education Service Agency to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by the _____ Regional Education Service Agency, where such failure shall continue for a period of thirty (30) days after written notice thereof from the College to the _____ Regional Education Service Agency.
- H. In the event of a default described in Section G of this Agreement, the College may give notice of termination of this Agreement, specifying the date on which the _____ Regional Education Service Agency shall vacate the Premises, which date shall be at least 2 weeks following the date of the notice.
- I. Except to the extent that damages are caused by the College's sole negligence, _____ Regional Education Service Agency agrees to indemnify and hold harmless the College, its officers, agents and employees, from and against all claims, demands or judgments, including attorneys' fees, arising from the _____ Regional Education Service Agency's use of the Premises, or by the use of the Premises by _____ Regional Education Service Agency's guests, invitees, agents, employees or contractors, or from the conduct of the _____ Regional Education Service Agency's business, or from any activity, work or

things done, permitted or suffered by the _____ Regional Education Service Agency to be done in or about the Premises or elsewhere.

- J. In exchange for the use of the Premises, the _____ Regional Education Service Agency shall pay the College through the normal established billing process. See _____ Regional Education Service Agency Lease Agreement for billing details.
- K. This Agreement and all amendments hereto and thereto, constitute and shall be considered to be the only Agreement between the _____ Regional Education Service Agency and the College with respect to the use of the Premises.

XI. 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 addressed 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 _____ 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 _____ Regional Education Service Agency to be filled with new students as individually and mutually approved by the parties through their principal liaisons.
- F. 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.

XII. 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, _____ 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 outlines 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 _____ 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. _____ Community College shall maintain Worker's Compensation Insurance, including liability to cover employee injuries or disease compensated under the Workers' Compensation Statutes of the State of _____. _____ Community College shall provide _____ 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 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 each other in 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 _____ Regional Education Service Agency pursuant to this Agreement. This Agreement may not be interpreted in a manner that creates 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 any attached Addenda 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.

_____ Regional Education Service Agency

_____ Community College

Superintendent

Chief Financial Officer

Date: _____

Date: _____

Liaison

Liaison

Date: _____

Date: _____

DRAFT