

Agreement
Between

_____ Public Schools
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 _____ Public Schools located at _____, city of _____, state of _____ and to offer instruction for the courses specified in Exhibit A. The instruction takes place at _____ High School. 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 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 instruction for specified _____ Community College courses to secondary students 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 _____ Public Schools students, assigned by _____ Public Schools, with instruction for the course(s) listed on Exhibit A. The instruction will take place in classrooms and facilities provided by _____ Public Schools. _____ Public Schools 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 thereafter every year for an additional school year unless terminated by either party upon notice to the other at least one full semester prior to the end of the academic 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 instruction for high school students during the 2014-2015 school year for courses jointly determined by _____ Public Schools and _____ Community College and at the cost indicated in Exhibit A. The instruction will take place at _____ High School.
- B. Agree that costs of this program include: salaries and benefits for instructional staff, course fees, and overhead for coordination and other operating costs covered by this contract.
- C. Provide instruction for the courses identified herein at the rate specified in the Exhibit A, to be determined annually.
- D. Identify staff and make them available for any preschool activities held immediately prior to the beginning of the instructional year by the official start date of the fall and spring semesters for the college.
- E. For planning, insure that staff assigned to the _____ Public Schools program has sufficient time to prepare for instructional activities.
- F. Insure that faculty teaching under this agreement are available to students for one hour per week per course section for office hours.
- G. Cooperate, at the request of _____ Public Schools, in the implementation of Individualized Education Plans for students assigned to the courses.
- H. Permit _____ Public Schools personnel to make classroom visitations as deemed necessary and with advance notice when possible. Provide necessary data on attendance and grades as requested if classes are housed on _____ Community College's campus.
- I. Make every effort to insure instructor attendance at district meetings normally held outside the instructional period; dates and times to be announced prior to the beginning of the school year, when possible.
- J. Comply with all recognized and required safety standards.
- K. Allow refunds based upon a pro-ration of the basic contract if there is an interruption in the delivery of the _____ Public Schools program caused by unavoidable circumstances, i.e. work stoppages and/or strikes.
- L. The College shall bill the District in accordance with the above understandings at the end of each semester on or about the end of March and beginning of July. The _____ Public Schools will pay this amount within thirty (30) days of receipt of the bill. The _____ Public Schools may request reasonable documentation supporting the amounts reflected in the billings. If _____ Public Schools disputes the accuracy of any billing by the College, _____ Public Schools shall within seven days of receipt, deliver a written notice and explanation of such dispute to the College and confirm such notification. The College

shall meet with _____ Public Schools to review the invoice and account within ten (10) business days.

- M. The college shall conduct background investigations for employment purposes for all employees assigned to _____ Public Schools. This is consistent with normal human resources operating procedures at the college.

V. UNDERTAKINGS OF THE DISTRICT

The District will:

- A. Provide coordination of the program, which includes communication with staff and faculty providing clerical support, classroom, and supplies/materials to include textbooks.
- B. New students will not be admitted after the start of the semester.
- C. Assign secondary students to the course(s) identified in Exhibit A prior to the close of registration for the section.
- D. Pay the College in amounts described in the Exhibit A on or about the end of March and beginning of July.
- E. Assume all responsibility for all local educational agency obligations under the Individuals with Disabilities Education Act.
- F. 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. In addition students and parents will be advised of the availability of support services through the Office of Disability Support Services at _____ Community College during orientation.
- G. Direct concerns regarding faculty to the appropriate Chair or Associate Dean for Arts and Sciences courses.
- H. Shall continue its participation in The Early College Program, notwithstanding this agreement.

VI. SCHEDULING AND BUDGETING

- A. _____ Public Schools will provide _____ Community College with a preliminary list of courses to be offered, and numbers of hours for each course. This preliminary list will be provided by March 30 of the school year prior to operation. The _____ Community College budget projection will be provided to _____ Public Schools by April 25.
- B. _____ Community College to provide _____ Public Schools with a statement of the estimated maximum cost of courses, as described in the Exhibit A. This statement of costs will be provided to _____ Public Schools by May of the year prior to operation. The figures are estimated maximum costs and subject to revision or adjustment to reflect actual salary and benefit costs. It is understood that all instructor support services and classroom preparation time are included in the instructional costs. Exhibit A will reflect additional pay to faculty based on additional responsibilities, i.e. meetings.

- C. _____ Public Schools to provide _____ Community College with a preliminary estimate of number of students, and a final list of the number of sections for each course by July 1 of the school year prior to operation. The number of students cannot exceed the _____ contractual maximum. Students must meet established course prerequisites as determined by ACT scores (18 and above in Reading and English and 22 and above in Math) or required Accuplacer levels for the course(s).
- D. By the end of August, _____ Public Schools and _____ Community College shall revise the budget based on the agreed upon courses including prices for each course. It is agreed that _____ Public Schools shall reimburse all actual costs incurred by _____ Community College under this agreement at a rate of 120%, which it is agreed shall include the overhead expenses incurred by _____ Community College. The parties agree that this reimbursed total cost should be at approximately \$5,800 per four credit course per semester.
- E. Time of operation in general will be 7:30am – 9:30am and 12:30 p.m. to 2:30 p.m. on Tuesday/Thursday for each section. This may vary based on the high school schedule and courses offered.
- F. _____ Public Schools and _____ Community College shall cause the Exhibit A to be amended to state the finally agreed upon courses and prices for each course to be offered, however, the price shall not be reduced below the number of sections for each course identified by July 1.

VII. STUDENT DISCIPLINE

- A. _____ Public Schools has reviewed _____ Community College's policies entitled "Your rights as a student at _____ Community College" and "Student General Rules and Guidelines", and agrees that these guidelines shall apply to _____ Public Schools students enrolled in _____ Community College courses that are the subject of this Agreement. Department/program/course attendance policies as well as Administrative Withdrawal for non-attendance and/or participation will be applied by _____ Community College faculty.
- B. If either the College or _____ Public Schools initiates disciplinary proceedings against a student, 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, each department will establish a process for providing a _____ Community College instructor in case of a personal emergency or a planned absence.
- B. In the event _____ Community College departments are unable to establish a list of substitute instructors _____ Community College shall

notify _____ Public Schools so that they can plan accordingly to include having _____ Public Schools staff act as the substitute.

- C. In the event _____ Public Schools staff acts as the substitute for any position _____ Community College shall deduct the corresponding amount equal to the number of hours worked by _____ Public Schools staff times \$50 from the total compensation due _____ Community College from _____ Public Schools for the billing period in which such substitution occurs.

IX. MUTUAL UNDERTAKINGS

The identified staff lead teachers will be _____ Community College adjunct faculty. _____ Public Schools will assign co-teachers that meet _____ Community College's minimum license requirements of master degrees in the subject area in these classes. _____ Public Schools staff, who meet the _____ Community College requirements for faculty, may apply for and be considered for employment by _____ Community College via the _____ Community College hiring process. All classes staffed by _____ Community College faculty shall have a _____ Public Schools certified teacher in each class until the _____ Public Schools teacher is selected by _____ Community College. It is understood that _____ Public Schools teachers are subject to the terms of a Master Agreement between _____ Public Schools and the _____ Education Association and that _____ Community College instructors are subject to the terms of the _____ Community College-_____ collective bargaining agreement.

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 _____ Public Schools to its students/parents. It is agreed that the _____ Public Schools academic calendar and schedule will be followed and the High Learning Commission credit hour requirements will be met.
- 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.
- 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.

G. Conduct background investigation and finger-printing for employment purposes for _____ Community College employees assigned to _____ Public Schools. _____ Public Schools 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 _____ Public Schools judgment, unfitness to perform services under this Agreement. _____ Public Schools 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 _____ Public Schools. _____ Public Schools exercise of its rights shall not impact the College's decision related to its employees.

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, _____ Public Schools shall maintain and provide certificates of insurance for:
- i. 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.
 - ii. Worker's Compensation Insurance, including employer's liability to cover employee injuries or disease compensated under the Workers' Compensation Statutes of the State of _____.
 - iii. 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 occurrences arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.
 - iv. All Risk Property Insurance for all _____ Public Schools 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 Workers' Compensation Statutes of the State of _____. _____ Community College shall provide _____ Public Schools 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 one full semester prior to the end of the academic year, in which event the Agreement-terminates on June 30 of that year. Each party agrees to meet with the other during the 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 the District 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 Exhibit A, constitutes the entire agreement between the parties and all prior discussions, agreements, and understandings, whether oral or in writing, is hereby merged into this Agreement. Any additions or amendments to this Agreement and Exhibit A 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.

_____ Public School District

_____ Community College

Superintendent

Chief Financial Officer

Date: _____

Date: _____

Liaison

Liaison

Date: _____

Date: _____

DRAFT