

IN THE BOARD OF COMMISSIONERS FOR LANE COUNTY

ORDER 98-9-24-7 IN THE MATTER OF DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH LANE COMMUNITY COLLEGE FOR OPERATION OF THE CENTENNIAL LEARNING CENTER.

WHEREAS, Lane County recognizes the correlation between delinquency and educational failure; and,

WHEREAS, Lane County supports a partnership between secondary education and juvenile corrections to solve this problem; and,

WHEREAS, Lane Community College has agreed to administer the Centennial Education Center, an alternative school program that addresses the problem, and,

WHEREAS, Lane Community College has proposed an Intergovernmental Agreement to regulate this partnership.

NOW, THEREFORE, it is hereby ordered that the County Administrator is delegated authority to execute an Intergovernmental Agreement with Lane Community College for operation of the Centennial Education Center.

Dated this 23rd day of Sept, 1998



Chair, Lane County Board of Commissioners

FILED

SEP 28 REC'D

COUNTY CLERK
BY 

APPROVED AS TO FORM
Date 9/15/98 Lane County

OFFICE OF LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY" and LANE COMMUNITY COLLEGE, a community college duly organized under the provisions of state law, hereinafter referred to as "LCC."

RECITALS

WHEREAS, ORS 190.010, ORS 341.290 and the Lane County Home Rule Charter provide that units of local governments may enter into agreement for the performance of any or all functions and activities that a party to the agreements, its officers or agents have authority to perform, and

WHEREAS, COUNTY needs to improve academic services for juvenile offenders, and

WHEREAS, LCC has the experience and capability to provide such a program, NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LCC and COUNTY agree to implement an education program for juvenile offenders called the Centennial Education Center, hereinafter referred to as "CEC," for a minimum of one hundred seventy eight days (178) of instruction, in accordance with the conditions stated below.
2. LCC will perform the following:
 - A. Provide the following instructional personnel at CEC from September 28, 1998 to June 12, 1999:
 1. a qualified 1.0 FTE instructor, selection subject to COUNTY approval;
 2. a qualified .5 FTE instructor, selection subject to COUNTY approval;
 3. a qualified .2 FTE school-to-work instructor, selection subject to COUNTY approval;
 4. a qualified .33 FTE instructional specialist, selection subject to COUNTY approval.
 5. a qualified .33 FTE instructional support specialist, selection subject to COUNTY approval.
 6. a qualified .66 FTE instructional security specialist, selection subject to COUNTY approval;
 7. a .33 FTE office assistant; selection subject to COUNTY approval.
 8. .2 attendance record support
 - B. Provide benefits and perform all other employment-related duties as the employer of the instructor.
 - C. Make available to the instructor continuing training, i.e., inservice training, workshops and seminars, in cooperation with COUNTY.
 - D. Provide administration and liaison with LCC staff.
 - E. Provide equipment and material support for the instructor for the classroom.
 - F. Retain full responsibility for the management of the instruction and curriculum at CEC.
 - G. Reimburse County from Alternative Education fees:
 1. \$ 8,000 for one-half of the rent of the CEC space at 78 Centennial Loop, and
 2. \$ 23,957 for SOI and Community Service staff. All payment to be made in four even quarterly installments
 - H. Provide 60 bus passes for students at the CEC.
 - I. Pay LCC tuition and fees for the students at the CEC.
 - J. Provide at least one school term notice to COUNTY and instructor if the instructor is to be transferred or terminated, unless that termination is for cause.
 - K. Maintain statistical information concerning student enrollment and progress, and provide that information to COUNTY upon COUNTY'S reasonable request.
 - L. Provide a substitute instructor to replace the assigned instructor in case of a prolonged absence.

3. The COUNTY will perform the following:

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- A. Pay \$8,000 as one-half of the rent of the CEC space at 78 Centennial Loop.
 - B. Provide the following services at CEC from September 28, 1998 to June 12, 1999:
 1. SOI/IPP program for all eligible CES students, staff selection subject to LCC approval;
 2. not less than 458 hours of community service to supplement the educational program; staff selection subject to LCC approval.
 - C. Provide equipment and material support for the SOI program.
 - D. Provide administration and liaison with Youth Services staff.
 - E. Provide students for the CEC program to maintain enrollment at 25 students at any time for the classroom while class is in session.
 - F. Maintain statistical information concerning students referred to the program and evaluate the program's effectiveness and provide that information to LCC upon LCC's reasonable request.
 - G. Be allowed to cancel class or terminate a class in session for cause based on the safety and security of the students, staff, or facility.
4. COUNTY may request LCC remove an instructor whose job performance is not satisfactory. If the COUNTY has a concern about an instructor's performance or conduct, COUNTY will consult promptly with the LCC Administrator of the CEC Program.

LCC and COUNTY may, but are not required to, develop a plan of assistance for the instructor to meet the expectations of COUNTY and LCC regarding job performance or conduct of the instructor. Both parties agree to discuss the reason for COUNTY'S request with a view toward avoiding interrupting the class and avoiding removal, recall or resignation of the instructor. LCC has the right to remove or recall an instructor for cause in compliance with administrative procedures of LCC. The parties recognize and an instructor may also request a release or transfer from his or her responsibilities. If there is a termination or transfer of an instructor, LCC will provide temporary instruction of the class until such time as a suitable replacement instructor can be employed.

5. Each party working under this contract is a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS.656.017, which requires each to provide Worker's Compensation for all its subject workers. Each party is also an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS. CHAPTER 676) and is solely liable for any Worker's Compensation coverage under this contract.
6. The applicable provisions of the Lane Manual setting for standard provision for public contracts (LM 21.130) are incorporated by this reference as it is fully set forth.
7. Each of the parties hereto agrees to indemnify and save the other harmless from any claim, liability or damage resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees in the performance of its responsibilities under this agreement subject to the limitations of the Oregon Tort Claims Act and Article XI, section 10 of the Oregon Constitution.
8. This agreement shall be effective upon execution and shall continue in force through June 30, 1999. It may be renewed annually, with appropriate adjustments in payment for the next fiscal year.
9. No amendment to this agreement shall be effective unless made in writing and signed by both parties.
10. For the purposes of day-to-day coordination, COUNTY designates Jim Leppard and Martha Evans of the Department of Youth Services, 2411 Centennial Blvd, Eugene, OR 97401 as its representative. LCC designates Leslie Rasor, Division Chair, Lane Community College Adult Basic and Secondary Education Department, 4000 East 30th Avenue, Eugene, Oregon 97405.

LANE COUNTY

LANE COMMUNITY COLLEGE

By: _____

By: _____

William Van Vactor
County Administrator

Larry Warford
Vice President, Instructional Services

Date: _____

Date: _____