

PARTICIPATING AGREEMENT

between

SOUTHWESTERN COMMUNITY COLLEGE

and

UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE
OCONALUFTEE CIVILIAN CONSERVATION JOB CORPS CENTER

This Participating Agreement between Southwestern Community College, hereafter referred to as Community College, and the United States Department of Interior, National Park Service, hereinafter referred to as OJCCC, for the purpose of providing educational instruction for students at the Oconaluftee Civilian Conservation Center located in Cherokee, North Carolina. This agreement is made and entered into by the parties under the authority of the Cooperative Funds and Deposits Act of December 12, 1995 {P.L. 94-148, 89 Stat. 894.16 U.S.C. 565 (a-1)-565 (a-3)}.

WITNESSETH THAT:

WHEREAS, the Community College is providing educational instruction for students in the Health Occupations Program.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, the parties agree as follows:

- I. The Community College shall:
 - A. Provide educational instruction designed to meet the requirements as specified by the United States Department of Labor for students in Health Occupations Trade.
 - B. Provide classroom instruction as follows:
 - a. Provide a qualified instructor with good communication skills, knowledge of assigned subject matter and basic instructional techniques, methods and procedure, skills in organization, illustration and interpretation of course materials.
 - b. Provide a qualified part-time instructor's aide(s) to work under the direction and guidance of the instructor for up to twenty-five (25) hours a week. Such aide will work sufficient hours per week to allow instructor to provide minimum supervision of students in clinical sites and to allow four (4) hours of uninterrupted planning hours per week. Working under guidance provided by OJCCC, the Community College will have final authority in determining working hours of the aide.

- c. Provide a qualified instructor's aide(s) at such times when:
 - (1) The instructor has scheduled one or more days off, and
 - (2) There is not an available lab aide who can act as substitute instructor (up to 40) hours per contract year.

- C. Submit invoices to the OJCCC on a monthly basis as follows:
 - a. Reimbursement of 40% of instructional cost incurred during the month.
 - b. Registration fees for students enrolled during the period.
 - c. Malpractice insurance for students participating in clinical training.

- D. Provide instruction as described under I.B.a.,b.,c., from the hours of 8:00 AM through 4:00 PM with 30 minutes allowed for lunch, on Mondays through Friday with the following Holiday observance:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Holiday (December 24 through December 31)

II. OJCCC Shall:

- A. Provide technical consultation to the Community College as needed.

- B. Reimburse the Community College for:
 - a. An amount equal to forty percent of the cost of instructional salaries, fringe benefits (including but not limited to annual leave, and disability payments for full-time instructor(s)), and payroll taxes for the instructor(s) in the trade area outlined in I.B.a.,b.,c.
 - b. Registration fees - the amount being specified by the North Carolina Community College System (currently \$65.00) - for each registration period, for each student enrolled in each extension education class in the program.
 - c. Malpractice insurance for each student participating in clinical training.

- C. Provide all instructional equipment, supplies and materials as specified for the trade program by the United States Department of Labor.

- D. Provide appropriate classroom facilities.

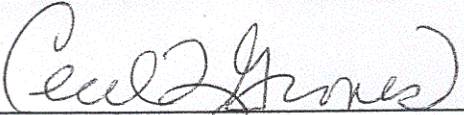
III. It is Mutually Agreed to by the Parties That:

- A. Community College shall give USDI, the National Park Service, or the Comptroller General through an authorized representative, access to the right to examine all records, books, papers, or documents related to the award.
- B. Community College shall comply with all requirements imposed by the National Park Service concerning special requirements, and other administrative requirements, as long as it is consistent with North Carolina Law and North Carolina Community College System and Community College regulations.
- C. No member of, or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom; but this provision shall not be constructed to extend to this agreement if made with a corporation for its general benefit.
- D. Confidential business information is considered confidential when disclosure would likely: (1) impair the government's ability to obtain the necessary information in the future; or (2) cause substantial harm to the competitive position of the person or entity who provided the information.
- E. Nothing herein shall be construed as obligating OJCCC to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
- F. This contract is contingent upon their being a minimum of 10 students enrolled in the program and generating at least 20 contact hours per week, per student. In the event that enrollment and/or contact hours drop below these minimums, there shall be the option of terminating this Agreement at the end of any registration period.
- G. Both parties shall comply with all Federal Statutes relating to non-discrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (40 U.S.C. 200), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title IX, of the Educational amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps and;
 - d. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.

H. This agreement may be terminated by either party by giving 90 days notice to the other in writing. Unless so terminated, it shall remain in force until June 30, 2005.

IN WITNESS WHEREOF, the parties will execute this Agreement effective July 1, 2004.

SOUTHWESTERN COMMUNITY COLLEGE:

By: 
Cecil L. Groves, President

UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE
OCONALUFTEE CIVILIAN CONSERVATION JOB CORPS CENTER

By: _____
William Jones, Youth Program Manager

By: _____
Edna Higginbotham, Center Director