HANDICAPPED PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of 19__ between the Santa Barbara Community College District of Santa Barbara County, State of California hereinafter called the "District" and ______________________________ hereinafter called the "Local Agency."

The District through the Continuing Education Division of the Santa Barbara City College intends to provide special instructional programs for the benefit of the handicapped adult resident of the District and in cooperation with the Local Agency. The District enters into this agreement pursuant to the authority under Ed. Code sections: 78440 and 78441 not to exclude other pertinent Ed. Code sections.

District Responsibilities

A. The District intends to provide a comprehensive instructional program in a workshop concept or classroom environment that will meet the particular needs of the handicapped adult. The program will include but not be limited to skill development, Basic Education, Functional and Independent Living Skills for those disabled adults who can profit from this instruction.

B. The District through the Continuing Education Division of the College intends to maintain qualified staff and to provide adequate resources to support the instructional program.

C. The District reserves the right to adjust the number of staff and level of resources commensurate with the manifested need for continued instructional service.

D. The District under the Ed. Code section 78441 exercises its authority to retain total responsibility for the instructional aspects of the special program at the Local Agency. Not to exclude the implicit authority to supervise the formulation and application of course outlines, complete with educational objectives, standards of achievements, evaluation methods, and methodology for measuring student progress.

E. The District in cooperation with the Local Agency shall make provision to maintain current and accurate records of student attendance and progress in accordance
with District policy.

F. The District will retain the budgetary responsibility for District expenditures related to staff salaries, supplies, and materials assigned to this program. Authorization for expenditures as noted above rests solely with the District.

G. The District representative in cooperation with the Local Agency will have the responsibility to supervise the instructional program, District staff, and all matters directly related to instruction.

H. The District shall obtain and maintain Workman's Compensation Insurance for the District staff.

I. That proceedings for removal or dismissal of District staff will follow prescribed District policy and be solely the responsibility of the District.

J. During the District assignment, District staff will perform such duties as authorized by their respective credentials and in conformance with the objectives prescribed for the instructional program.

Local Agency Responsibilities

A. The Local Agency, at no charge to the District, will make available for the instructional program adequate classroom and laboratory space, together with appropriate maintenance.

B. Client's personal records are to be the sole responsibility of the local Agency.

C. The Local Agency shall carry liability insurance naming the District as additional insured with coverage sufficient to protect the District. The District Board of Trustees, Officers, and Staff shall be held harmless for liability arising from the use of the Local Agency's facilities.

D. The Local Agency shall provide administrative personnel to oversee the operational aspects of the Local Agency's program.

General Terms and Conditions

Now, therefore, in consideration of the conditions contained herein, it is mutually agreed as follows:
A. The District and the Local Agency will make provisions to have qualified substitutes available for their respective staff members whenever an absence occurs.

B. That periodic meetings be held with both the District and the Local Agency staffs to review and assess:
   a. Individual student progress related to predetermined objectives.
   b. the instructional program related to established goals.

C. Unless an exception is made, joint use of staff will be the common practice. All District staff shall be subject to the applicable Personnel Policies of both the District and the Local Agency. No policy of either party shall be held to conflict with the other or otherwise tend to lessen the staff's obligation to observe such policies.

D. This agreement shall become effective __________/___/____ of ____ and shall be reviewed periodically by the parties hereto, and not less than one year from the date of execution hereof. Any amendment or adjustment reasonably necessary shall be made from time to time by mutual agreement.

E. Notwithstanding, anything to the contrary the District and the Local Agency reserve the right to terminate this agreement at the end of any term or summer session by giving 60 days prior written notice.

F. Any notice given under this agreement shall be deemed given when personally served upon the Superintendent of the District or upon the Board of Directors of the Local Agency, or when deposited in the mails in Santa Barbara County in a sealed envelope with postage thereon fully prepaid from one part to the other addressed as follows, respectively:

TO DISTRICT: Santa Barbara Community College District
Attention: Superintendent-President
721 Cliff Drive
Santa Barbara, California 93109

TO LOCAL AGENCY: ____________________________________________

______________________________________________________________

Enclosure #3
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6/18/81
APPROVED:

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By ____________________________  (Authorized Representative)

By ____________________________  (Authorized Representative)

LOCAL AGENCY

By ____________________________  (Authorized Representative)

By ____________________________  (Authorized Representative)

Agreement Form accepted by action of the Santa Barbara Community College District
Board of Trustees on _________________ 19 _____.

APPROVED AS TO FORM:

Kenneth L. Nelson
Santa Barbara County Counsel

by ____________________________