

**AGREEMENT FOR  
INSTRUCTIONAL, ADMINISTRATIVE AND STUDENT SERVICES**

This Agreement for Instructional, Administrative and Student Services (this "Agreement") is effective July 1, 2019 (the "Effective Date"), between The University of Rio Grande (the "University"), a private higher education institution located in Rio Grande, Ohio, and Rio Grande Community College, a public Community College organized under Chapter 3354 of the Ohio Revised Code for the purpose of providing a post-secondary education to the residents of Gallia, Jackson, Meigs and Vinton counties and other residents of the State of Ohio (the "Community College"). The University and the Community College are, collectively, the "Parties."

**WHEREAS**, since 1974 the University and the Community College have had a special relationship in which they have worked together, pursuant to agreements similar to this Agreement, to provide educational opportunities for students in Southeastern Ohio pursuant to an official plan prepared and approved by the Ohio Board of Regents in accordance with §3354.07, Ohio Revised Code; and

**WHEREAS**, although this Agreement is for a nine-month period, it is the belief of both Parties that their special relationship has strengthened the educational mission of each institution and it is the intent of both Parties that their special relationship will continue and be maintained on a longer-term and continuous basis; and

**WHEREAS**, the respective Boards of Trustees of the University and Community College resolve that the most professional, thorough, and efficient method of offering a two-year Community College program to the residents of the Community College District and the State of Ohio would be through entering into an agreement for instructional, administrative, and student services provided by the University.

NOW, THEREFORE, the University and the Community College do mutually agree to as follows:

**ARTICLE 1**

**TERM**

- 1.1 Term. The term of this Agreement (the "Term") shall be for one (1) year, beginning on July 1, 2019 and ending on March 31, 2020

**ARTICLE 2**

**TUITION AND FEES; OPERATIONAL PLANNING; JOINT TRAINING  
AND JOINT RETREATS**

- 2.1 Tuition and Fees. Subject to the provisions of Articles 3.5 and 3.6, the Parties acknowledge that each Party has the right and duty to decide the tuition, fees and charges payable by its students (collectively, the "Student Charges"), but that the level of Services which the University can provide to Students is directly dependent on, among other revenues, the Student Charges. If a reduction in state funding occurs, the University reserves the right to reduce services accordingly. The reduction in services shall be presented to the Community College Board of Trustees.

2.2 Joint Committee. If the Community College Board of Trustees determines that the reduction of services as described in 2.1 is in contravention of their educational mission, a joint committee of Trustees of the University and Community College Boards of Trustees shall convene to determine which services shall be reduced. The Joint Committee shall consist of three board members from each of the University Board and the Community College Board, appointed by the Board Chair of each institution. The Joint Committee shall review and evaluate any matter referred to it using such factors as it considers relevant. Based upon such review and evaluation, if the Joint Committee is able to agree upon a recommendation by at least a majority vote of all of its members, then the Joint Committee shall make a recommendation to each respective Board of Trustees on how to resolve the matter referred to it. If the Joint Committee is unable to agree upon a recommendation by at least a majority vote of all of its members, the three Trustees serving on such committee from the Community College shall report that result to the Board of the Community College, along with their recommendation, if any, and the three Trustees serving on such committee from the University shall report that result to the Board or Executive Committee of the University, along with their recommendation, if any. The Boards of Trustees of the Community College and of the University will then consider the recommendation of the Joint Committee or the committee members as well as all other factors deemed relevant to them. The Joint Committee will be considered advisory in nature only and neither Board of Trustees will be obligated to follow the recommendations of the Joint Committee or of the committee members.

2.3 Academic Standards: Policies: Procedures. The Community College students shall follow the College Catalog and Student Handbook as they relate to Community College students. All changes made to the University's College Catalog pertinent to Community College students and all changes made to the Student Handbook pertinent to Community College students shall be approved by the Community College Board of Trustees, which approval shall not be unreasonably withheld and shall be made within 60 days of submission to it by the University.

Notwithstanding the foregoing, the Community College acknowledges that the University shall have academic control of the courses and programs offered in the College Catalog and approval is not required for changes related to the academics of the courses and programs.

2.4 Joint Training. The Parties acknowledge the unique nature of the relationship created by this Agreement, the limitations on the Community College and its Board imposed by Ohio law, the need for both Parties' cooperation in ensuring compliance with Ohio and federal law, and the ongoing changes in both Boards' memberships. Accordingly, the following training shall be required hereunder:

- (a) The agenda for the Board of Trustee training/retreat shall be jointly determined by the Chairman of the Community College's Board of Trustees and Chairman of the University's Board of Trustee Executive Committee.
- (b) The Trustee training/retreat shall comply with the Ohio Open Meetings Act, R.C. 121.22 and the Ohio Public Records Act, R.C. 149.01 *et seq.*

## ARTICLE 3

### INSTRUCTIONAL, STUDENT AND ADMINISTRATIVE SERVICES

#### 3.1 Scope of Services.

- (a) **Instructional Services:** The University agrees to provide two-year Community College academic instruction in social sciences, humanities, business, education, fine arts, technical (occupational) studies, adult education and developmental courses in an effective and efficient manner consistent with the Community College's educational mission statement, requirements of law, and in compliance with all applicable standards set forth by the Ohio Board of Regents and all bodies of accreditation for state supported Community Colleges.
- (b) **Administrative Services:** The University agrees to provide administrative services to the Community College, including, but not limited to admissions, management information systems and services, financial aid services, records and registrar services, accounting and payroll services, human resources services, maintenance of buildings and grounds, housekeeping, and janitorial services. The Community College Board of Trustees reserves the right to supplement, under its direction, certain administrative duties and functions, provided that it shall use its best efforts to coordinate such duties and functions with the University to avoid duplication of effort and of function. To the extent there is a disagreement between the Parties regarding the coordination of such duties and functions, either Party can refer the matter to the joint board committee described in Section 2.2 which will work to resolve any such disagreement.

As part of its administrative services, the University will send out bills to Community College students on behalf of the Community College. Additionally, the University will provide services to the Community College in connection with processing payments from Community College students, including receiving and depositing checks and other payments, and crediting amounts owed by students against financial aid awarded to them, and with the internal collection process of collecting amounts owed by Community College students, which may include written correspondence, telephone calls and e-mails. If internal collection efforts are unsuccessful, then the Community College will be responsible for collecting amounts owed by Community College students and will be responsible for working with outside collection agencies or attorneys in connection with such collection efforts.

- (c) **Financial Aid:** The University currently provides financial aid services on behalf of the Community College and its students. The University requests and draws down Federal financial aid awarded to Community College Students and then deposits those funds into a University bank account. Both Parties shall use their best efforts to maintain the current arrangement and procedures under which Federal financial aid is drawn down. However, in the event that the U.S. Department of Education provides written notice that it has determined that such arrangement and procedures are no longer in accordance with its rules and regulations or the University is no longer eligible to draw down federal financial aid, then the Community College reserves the right to directly draw down Federal Financial aid awarded to Community College students. However, the University will continue to administer financial aid services for Community College students through a single financial

aid office operated by the University, as long as, the U.S. Department of Education permits the University to administer financial aid services for Community College students through a single financial aid office operated by the University. The University hereby agrees that it will remit financial aid funds that it receives on behalf of the Community College students to the Community College within 15 calendar days of receiving such funds. If the University fails to remit such funds within the time period specified, the Community College reserves the right to withhold from the monthly service fee payment, the amount due for financial aid applicable to Community College students.

Likewise, any financial aid funds that have been awarded to Community College students and which are required to be returned because the student either dropped or failed to complete a course in accordance with financial aid requirements shall be returned and paid by the Community College to the University. The University shall invoice the Community College within 30 days of the end of each semester for funds that are required to be returned and the Community College shall remit payment within 15 days of invoice date. The Community College will be responsible for collecting the funds to be returned from the Community College students. The University will pay the Community College all financial aid funds due to Community College students within seven days of receipt of such funds. The Community College will return to the University any refund of financial aid (the amount of financial aid in excess of direct educational expense) that is owed to any Community College students within seven days of the date such amount is paid by the University to the Community College and the University shall process the payment of the refund to the student.”

Additionally, the Community College Board of Trustees will designate a Community College employee other than the President to serve on the University’s Financial Aid Appeal’s Board when a Community College student files a financial aid appeal.

- 3.2 Community College Student. For purposes of this Agreement, “Community College Student” shall mean a student who is one of the following:
- (a) A resident of the State of Ohio who is enrolled in lower division, 100 and 200 level courses, up to a maximum number of semester credit hours of sixty-four (64) provided that if a student who has exceeded the maximum sixty-four (64) credit hours has declared an associate degree major and is maintaining satisfactory progress toward that degree, then the student will continue to be considered a Community College Student until completion of the degree, unless the student declares a Baccalaureate degree major. After completing a Bachelor’s degree, the student may once again be considered a Community College student based upon the above criteria, such as teachers who return to take a lower level course for recertification or
  - (b) A resident of any state or specific county in that state, with which the Community College Board and the Ohio Board of Regents has entered into a legal agreement for tuition reciprocity.
- 3.3 Student Services and Student Activities. For purposes of this Agreement, “Student Services” shall mean all student services provided by the University, which shall include, but not be limited to student health services, library services, career counseling resources, tutoring and learning center services, student activities and student personnel services. Additionally, “Student Activities” shall mean student government, student recreational

programs, student cultural programs, student clubs, dramatics, intramural athletics and intercollegiate athletics.

- 3.4 Availability and Nondiscrimination. The University shall make Instructional and Student Services/Activities available to Community College Students in the same manner and to the same extent as they are made available to University Students, without reference to race, color, religion, sex, national origin, disability, veteran status or age; and otherwise in compliance with all federal, State of Ohio and local laws, rules and regulations. There shall be no fee (other than the Fee, as defined in Section 4.1(h)) payable by the Community College in connection with the Student Services or Student Activities.

3.5

3.5 Special Purpose Fees and other Charges. The Community College shall assess special purpose fees (including, but not limited to, drop/add fees, course and lab fees, parking fees and technology fees), service charges and fines (including parking fines and student payment plan charges) to individual Community College Students or categories of students (e.g., for participation in an extracurricular activity), at fee amounts determined by the University and approved by the Community College Board of Trustees. Special purpose fees, service charges, and fines for services or benefits furnished to individual students or specific categories of students that do not apply uniformly to all enrolled students, shall also be assessed by the Community College to the extent that they are assessed by the University on University students. The rates for such fees that relate to Community College Students must be equal to those charged students of the University, unless the University and the Community College otherwise agree, and must be jointly approved by the Community College and University Boards of Trustees. In the interests of the students, the Parties will use their reasonable best efforts to try to keep fees that apply to both University Students and Community College Students the same. To the extent there is a disagreement on such fees either Party may refer the issue to the joint board committee described in Section 2.2, which will work to resolve any such disagreement. All of the fee amounts charged by the Community College pursuant to this Section 3.5 shall be paid by it to the University as part of the Purchased Instructional Services Contract Amount pursuant to Section 5.1 for services provided by the University to such Community College students on behalf of the Community College.

3.6 General Fee. The general institutional fee applicable to Community College students (for services or activities), shall be at a rate agreed upon by the University and Community College Board of Trustees. A yearly budget for such student activities shall be adopted by the University Board of Trustees and submitted to the Community College Board for their review and comment before the start of the fiscal year. An annual accounting of the use of these funds shall be made to the Trustees of the Community College by the University. The general fees applicable to Community College students shall be invoiced and collected by the Community College. All of the fee amounts charged by the Community College pursuant to this Section 3.6 shall be paid by it to the University as part of the Purchased Instructional Services Contract Amount pursuant to Section 5.1 for services provided by the University to such Community College students on behalf of the Community College in connection with such general fees.

3.7. Room and Board; Book Store.

(a) Residence Halls. To the extent that Community College students will be residing in University residence halls, the University will, on behalf of the Community College, provide the rooms allocated to such students as part of the services it is providing to the Community College pursuant to this Agreement (as permitted by Section 3354.121, Ohio Revised Code). As part of such administrative services, the University will administer and provide any services called for under such residence hall leases, including arranging for the provision of utilities, campus security and maintenance and repairs of the residence halls. The Community College shall invoice and collect the room charges from the Community College students for the rooms provided to them in an amount equal to the amounts that the University charges to University students for similar rooms in the residence halls. All amounts charged by the Community College for room charges shall be paid by it to the University as part of the Purchased Instructional Services Contract Amount pursuant to Section 5.1 in connection with the rooms and related services provided by the University to the Community College students on behalf of the Community College.

(b) Dining Facilities. As part of the services provided by the University to the Community College pursuant to this Agreement, the University will, on behalf of the Community College, provide dining halls and will give Community College students the opportunity to purchase meal plans for meals provided in University dining facilities. The University agrees to provide the services contracted for under any meal plans purchased by Community College students. The Community College shall invoice and collect charges for meal plans purchased by the Community College students in amounts equal to the charges that the University charges University students for similar meal plans, and all amounts charged by the Community College for meal plans shall be paid by it to the University as part of the Purchased Instructional Services Contract Amount pursuant to Section 5.1 for the services provided by it on behalf of the Community College in providing dining facilities and services to such Community College students.

(c) Book Store. As part of the services provided by the University to the Community College pursuant to this Agreement, it will operate a bookstore on the main campus, will sell books and supplies required for Community College courses and will make other merchandise available for purchase by Community College students. In some cases amounts purchased by a Community College student from the bookstore will be charged to his or her account with the Community College. In such cases the Community College will be responsible for collecting such amounts from the Community College students. All amounts charged by the Community College to students with respect to the book store shall be paid by it to the University as part of the Purchased Instructional Services Contract Amount pursuant to Section 5.1 for the services and merchandise provided by it to Community College students from the bookstore on behalf of the Community College.

## ARTICLE 4

### OFF SITE LOCATIONS INSTRUCTIONAL, STUDENT AND ADMINISTRATIVE SERVICES

#### 4.1 Scope of Services.

- (a) The University agrees to provide courses at the Off Site Locations in an effective and efficient manner consistent with the University's educational mission and a community college's educational mission, requirements of law and in compliance with all applicable standards set forth by the Ohio Board of Regents and all bodies of accreditation for the University and state supported community colleges. The names of both the University and the Community College will appear together on and in the Off Site Locations facility.
- (b) The Community College acknowledges that the University shall have academic control of the courses and programs offered at the Off Site Locations and the Director of the facility will coordinate with the University's representative for this purpose.
- (c) The University shall be reimbursed for all direct expenses related to the instruction of courses at the Off Site Locations. Direct expenses shall be defined as the pro-rated salary costs for either full-time faculty or adjuncts who teach courses at the Off Site Locations. Reimbursement will be based upon 1/24 of the teaching salary (based on a 24 hour load), or adjusted however the contractual annual teaching load for faculty is defined for each load hour taught by a full-time faculty member and the actual salary of any part-time faculty member for courses taught at the Off Site Locations, plus the actual taxes and benefits of such instructors based upon the proportion of calculated load hours taught at the Off Site Locations plus actual travel reimbursement of such faculty for their travel to and from the Off Site Locations, as specified in the Faculty Contract. All full-time faculty who teach at the Off Site Locations will receive the contracted amount of 1.2 times the load for teaching off-campus and travel back and forth from the Off Site Locations campus or as specified by the Faculty Contract. If a course is taught on main campus and broadcast to the Off Site Locations through distance learning, the amount of reimbursement for instruction will be prorated based upon the number of students in each section or location.
- (d) The University shall invoice the Community College on a semester basis for such reimbursement with appropriate supporting documentation attached. The Community College agrees to reimburse the University within 15 days of receipt of such submission.
- (e)
  - (e) The Community College will be financially responsible for the operation of the Off Site Locations, including employing and directing operational personnel, lease payments, utilities, housekeeping, insurance and maintenance of the facility. Accounting at the Off Site Locations will be kept separate and the Community College shall be required to fund any cash flow shortages or losses generated at the Off Site Locations out of its surplus. Any losses at the Off Site Locations will be funded by the Community College without decreasing the amount payable to the University for services on the main campus. The Community College shall retain all of the tuition and Off Site Locations fees collected from students enrolled for classes at the Off Site Locations. The SSI Funds received for

Community College students will be allocated between the main campus and Off Site Locations as follows:

The portion of the SSI Funds which are awarded based on courses completed, success points, and completion milestones as defined by the state will be allocated between the main campus and the Off Site Locations based on the proportion of Community College FTE courses completed at each location, averaged over the prior three fiscal years.

The methods of computing FTE's in the foregoing paragraphs (a) and (b) shall be in accordance with the then current Ohio Board of Regents procedures for determining such FTE's.

- (f) For the cost of providing indirect services, the Community College shall pay the University \$450 per annualized full-time equivalent student (FTE) for the first 75 FTEs enrolled at the Off Site Locations. For 76 annualized FTEs and above, the Community College agrees to pay \$550 per FTE. The total number of FTEs will be determined by taking the total number of credit hours being taught at the Off Site Locations each year and dividing that number by 30 (15 for a semester). The University shall report to the Community College the number of Off Site Locations Fall FTE after the 15<sup>th</sup> day of the Fall term. The parties shall estimate the annualized FTE by multiplying the number of FTE based upon the Fall Term times \$450 or \$550, as applicable. The Community College shall pay the University 50% of the indirect cost reimbursement for the estimated annualized FTE by October 1 of each year. The University shall report the number of actual Fall and Spring FTE after the 15<sup>th</sup> day of the Spring Term. The Community College shall estimate and adjust the annualized FTE for the Off Site Locations. The Community College shall pay the University the remaining calculated amount for indirect costs by April 1 of each year. The reimbursement is not to exceed the amount received from the State Share of Instruction (SSI).
- (g) In exchange for the amount listed in 4.1(f), the University agrees to provide the following indirect services at the Off Site Locations:
  - Campus Computing and Networking
    - Assistance in the initial set-up of the computers and technology at the Off Site Locations.
    - On-site support of the technology, computer labs and administrative computers as may be needed by the Community College.
    - The Community College will be responsible for replacement of the technology.

- Library
  - Library staff will provide an on-site student orientation each semester regarding accessing Ohio Link services and other on-line resources.
  - Library staff will provide training to the Community College staff on procedures for the Ohio Link drop-off services.
- Academic Deans and Provost
  - Work with the Community College staff to develop schedule and assign faculty subject to Paragraph 4.1 b above
- Financial Aid
  - Financial Aid staff will provide a financial aid orientation session at a time determined before the Fall semester for current and potential students to answer questions and provide assistance in completing the FAFSA or other paperwork.
  - Processing of the FAFSA and award letter.
- Records/Registrar
  - Registrar's office will provide at least one on-site opportunity to perform degree audits for students.
  - Recording of course, grade information, degree information and providing transcripts as requested by students.
- Career Advising Resources
  - New Student Advising staff to provide career advising once each semester for the Freshman Success course.
  - Placement services as provided to students on main campus. Graduation survey specifically for the Off Site Locations students as currently completed by the Institutional Advancement office for students on main campus.
- MIS/Student Space
  - The University will provide the Community College with specific reports to track the student data for students attending the Off Site Locations.
  - The Community College will have appropriate connections and software to the Student Space system to allow for access to the data and student registration.

- The Community College does not believe that any new programming will be required under student space to identify Off Site Locations students.
- (h) In the event of a claimed breach of this agreement by a party or any dispute between the parties, the Community College may not withhold payment to the University, nor may the University withhold providing any services to the Community College. The Chief Financial Officer of the University and the Fiscal Officer of the Community College will attempt to resolve the dispute in good faith. If they are unable to resolve the dispute, it will be presented to the joint Coordinating Committee of the University and the Community College, established by this Agreement, for resolution.
- (i) The University may offer upper division or graduate classes in the Meigs facility with a rental fee of \$50 per headcount student times the number of courses such student is taking. Actual headcount will be determined at the 15<sup>th</sup> day reporting requirement. Scheduling of the University courses shall be based upon space availability and shall be approved by the Community College in advance of scheduling of the courses. The Community College agrees not to charge any additional fees to the University students for courses offered at the Off Site Locations. The University agrees to provide the Community College with appropriate documentation regarding the number of students taking the course and remit payment to the Community College within 30 days after the 15<sup>th</sup> day reporting requirement.
- (j) The Community College will set and retain any and all additional fees charged to all the Community College students attending the Off Site Locations.
- (k) As part of the services provided by the University pursuant to this Agreement, the University will invoice Community College students and collect funds due from Community College students on behalf of the Community College. If a Community College student is taking courses at the Off Site Locations, the tuition and fees collected for the courses taken will be paid to the Community College and shall not be included as part of the fee paid to the University pursuant to Section 5.1. If a Community College student is taking courses on both the main campus and at the Off Site Locations, the Community College tuition collected for the courses taken at the Off Site Locations will be paid to the Community College in connection with its operation of the Off Site Locations and shall not be included as part of the fee paid to the University pursuant to Section 5.1. The tuition and fees charged and collected from Community College students for courses taken at the Main Campus will either be retained by the University or will be paid to the Community College which will combine this revenue with its portion of State Subsidy and then pay this amount to the University as part of the fee calculated pursuant to Section 5.1. If a University student is taking courses on both the Main Campus and at the Off Site Locations the University student taking an Off Site Location course will be charged University rates. For university students enrolled in classes at an offsite location, \$200.00 per credit hour will be paid to the Community College (\$150.00 per credit hour for West Virginia Residents) and the remaining tuition charged will be retained by or paid to the University (\$50.00 per student will be charged if URG is paying for the instructor).
- (l) The Community College will provide all services at the Off Site Locations to the Community College students not set forth in Section 4.1(g), above, including without limitation the following services:

- Health Services/counseling by referring students to local qualified health care providers off-campus.
- Campus safety and security—by providing seven days a week, 24 hours a day security through an off-site monitoring system with night vision cameras for the parking lots, two-week recording devices from the cameras and classroom panic buttons.
- The Community College will pay for the monthly fee associated with the T1 lines.
- Library, Ohio Link will be handled by the Off Site Locations becoming an OhioLINK PCIRC (patron circulation) services location. The Community College will commit the personnel resources to handle the administration of distributing the material including drop off and pick up. The Community College will reimburse the University based on the number of OhioLINK transactions each month. The University will provide librarians who can be utilized on campus, through e-mail, or via telephone to help Off Site Locations students with any research questions.
- Building maintenance and repairs
- Grounds keeping, lawn care, parking lot maintenance and snow removal
- Housekeeping and janitorial services
- Garbage and trash removal
- Repair and replacement of the technology and computer equipment
- General building maintenance.

## **ARTICLE 5**

### **FINANCIAL MATTERS**

#### **5.1     Service Fee.**

The Fee payable by the Community College to the University for the instructional services provided pursuant to this Agreement (other than for services provided and fees charged at the Off Site Locations, for which payment is provided in Section 4.1, and other than funds provided to the University for capital improvements as provided in Section 6(d)), shall be an amount equal to (i) all tuition charged to Community College Students for courses taken on the main campus, plus (ii) all fees charged to Community College Students pursuant to Sections 3.5 and 3.6, plus (iii) all amounts charged to Community College Students for room and board and for book store charges pursuant to Section 3.7, plus (iv) the SSI computed as set forth in Paragraph (c), below (adjusted as provided in Section 4.1(e) for SSI applicable to the Off Site Locations), plus (v) all funds received by the Community College from tax levies, (the amounts computed pursuant to Subparagraphs (i), (ii), (iii), (iv), and (v), collectively, the “Purchased Instructional Services Contract Amount”), less 4 percent of the Purchased Instructional Services Contract Amount as provided in Paragraph (d), below.

The parties agree that the Fee includes the amount to be paid from the Community College to the University pursuant to the Presidential Services Contract.

- (a) **General:** This agreement is entered into with the understanding that the Community College will have sufficient operating monies made available through student fees, state subsidies and public tax monies secured by levies approved by the electors of the Community College District. If sufficient funds are not available from current funds, the Community College may reduce the contract amount based on never incurring a deficit that would be out of compliance with R.C. 3345.71 et seq. The University agrees that it will make no charges for instructional, administrative or student services beyond those fixed in this contract except as noted in this contract.
- (b) **Tuition and Fees:** The Community College Board shall establish the tuition and fees to be charged uniformly to all Community College students.
- (c) **Application and Calculation of Fee:** This article shall apply to instructional and general expenditures excepting expenditures for the Community College Board of Trustees, Community College staff, and other costs approved by the Community College Board of Trustees.

1.

- (C) Application and Calculation of Fee. The total amount of SSI paid by the Community College to the University under this section will be the total amount of SSI paid or payable by the Ohio Board of Regents to the Community College for a fiscal year (including without limitation the sum of the SSI enrollment amount, the SSI success point amount, the SSI course completion amount, the SSI completion milestones amount, ), less the amounts of the foregoing allocable for Offsite Locations as set forth in 4.1(e). The methods of counting enrollments, methods of determining course completions, methods of determining the SSI completion milestones components of funding formulas, and performance expectations shall be determined by the then current Ohio Board of Regents procedures for determining such factors for state-assisted community colleges.
- (d) **Community College Expenditures:** This article only applies to instructional and general expenditures, but does not include expenditures for the Community College Board of Trustees, Community College staff and other costs approved by the Community College Board of Trustees. These costs shall be covered directly by the Community College by withholding an amount equal to four (4) percent of the total amount of the Purchased Instructional Services Contract. The Community College agrees to reimburse the University for the cost of the Community College employees' health insurance, life insurance and disability insurance.
- (e) **Subject to Appropriation:** The obligations of the Community College under this Agreement are subject to and contingent upon the determination by the Community College Treasurer/Chief Fiscal Officer that sufficient funds have been appropriated to the Community College by the General Assembly of the State of Ohio to permit it to satisfy its obligations hereunder and therefore the signature of the Fiscal Officer affixed to this contract certifies that sufficient funds have been so appropriated.
- (f) **Audit:** Each Party (the "Auditing Party") shall have the right, upon reasonable advance notice to the other Party (the "Audited Party") and its own expense, to review and copy any audits of the Audited Party, including any management letter, and/or to audit the

Audited Party's books and records, provided that, in the event an audit discloses any intentional or negligent material financial misfeasance or malfeasance by the Audited Party, the Audited Party shall be obligated to pay costs and expenses related to the audit.

- (g) **Fee Estimate:** The Community College will provide to the University by May 1 annually an estimate of the aggregate amount to be received by the University from the Community College under this Agreement. No later than thirty days after the State budget is approved and forwarded to the Community College from the Ohio Board of Regents an updated calculation of the aggregate amount will be due, acknowledging that adjustments may be made at a later date. Thereafter, the Fee shall be adjusted as necessary, based on the Community College's actual budget including any reductions that may be mandated by the State of Ohio and/or the Ohio Board of Regents.
- (h) **Fee Payable Date:** The Fee (the total contract amount to be paid to the University) shall be payable to the University in twelve approximately equal monthly installments. The Community College will make a good faith effort to pay the fee within five business days after receipt from the State. In the event the State of Ohio changes its schedule of subsidy payments, the Community College may change its scheduled payments to the University accordingly. "Notwithstanding the foregoing to the contrary, the University shall invoice the Community College on a semester basis, with appropriate supporting documentation attached, for the amount of the Purchased Instructional Services Contract Amount that is based on room and board and book store charges pursuant to Section 3.7. The Community College agrees to pay the University within 15 days of receipt of such invoice, but not before the University pays the Community College for its share of the federal funds draw down pursuant to Section 3.1(c). Notwithstanding the foregoing, if agreed to by the Chief Financial Officers of both the University and the Community College, the University and the Community College may arrange for the Community College to pay the Purchased Instructional Services Contract Amount that is based on room and board and book store charges on a payment schedule mutually agreed to by such Chief Financial Officers."

## ARTICLE 6

### PHYSICAL FACILITIES

- (a) **Access:** The University will guarantee access to all physical facilities owned and/or used by the University to the students of the Community College on the same basis that such facilities are available to the students of the University and the Community College shall guarantee access to all physical facilities owned and/or used by the Community College to students of the University on the same basis that such facilities are available to the students of the Community College.
- (b) **Community College Administrative Office Space:** The University agrees to provide the Community College with the appropriate office space necessary for its administrative offices. No space charges will be made by the University for the use of any administrative offices.
- (c) **Maintenance of Buildings:** The University agrees to provide maintenance and upkeep to buildings leased by the Community College to the University. On an annual basis, five percent (5%) of the total of the Purchased Instructional Services Contract amount shall be utilized for maintenance and upkeep of all buildings to which Community College students

are permitted access or which are used in providing services under this Agreement, including but not limited to, the sums expended for personnel to maintain the physical facilities. The University further agrees to maintain all capital improvements and all facilities to which Community College students will have access, in such a manner that complies with all applicable health, building and sanitation codes and which complies with all applicable state and federal disabilities laws.

- (d) **Acknowledgment of Ohio Law regarding Buildings and Capital Improvements:** The University acknowledges that, under Ohio law, construction of buildings with funds of the State of Ohio (“State funds”) shall be on land either owned by the Community College or leased by the University to the Community College or otherwise provided for pursuant to a Joint Use Agreement pursuant to Ohio Board of Regents, Rule 3333-1-03(E). The parties agree to use their best efforts to negotiate a separate agreement regarding the ownership, construction, leasing, use or renovation of real property by them.

## ARTICLE 7

### PERSONNEL

#### 7.1 President.

- (a) One person may serve as President of the University (the “President”) and of the Community College.
- (b) For such time as there is one President serving both institutions, each Party shall do the following:
- (i) cooperate in his or her selection and retention;
  - (ii) Cooperate in the President’s annual evaluation, including by forming, no later than May 1 of each year, a committee comprised of two members of each Board to review the Parties’ respective evaluations and to conduct the President’s performance review; and
  - (iii) Use its best efforts to eliminate the possibility of conflicts of interests created by a joint presidency.
- (c) For such time as there is one President serving both institutions, the Parties acknowledge that the President, as President of the Community College, is subject to Ohio Ethics Laws.
- (d) In order to help ensure continuity of operations, the Parties agree to use good faith efforts not to convert from a single President status to a dual President status during an academic year. If either Party desires to convert to a dual President status during or at the end of an academic year it will give the other Party not less than 90 days notice of its desire to change to a dual President status.

## ARTICLE 8

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE UNIVERSITY

- 8.1 Compliance with Law. The University shall comply with all applicable State of Ohio, federal and local laws and regulations.
- 8.2 No Discrimination. The University shall instruct all Community College Students and will not discriminate on the basis of race, color, religion, sex, national origin, veteran status, disability or age. In the event that a Community College Student files a written discrimination or harassment report or otherwise makes a complaint alleging discrimination or harassment, the University shall promptly investigate and take appropriate action when necessary, and shall contact the Community College Board's designee immediately and provide the designee with all relevant documentation and information.
- 8.3 Recordkeeping. The University shall keep all records related to the services provided pursuant to this Agreement in compliance with the rules and requirements of the Ohio Board of Regents and the Auditor of the State of Ohio. If there are changes to the rules and requirements, the Fiscal Officer of the Community College or legal counsel for the Community College shall notify the University about those changes, including copies of those changes.
- 8.4 Public Records Law. To the extent applicable, the University agrees to comply with the Ohio public records law with respect to the records related to services provided under this Agreement. Further, the University agrees to comply with the Community College's record retention schedule for records related to services provided under this Agreement.
- 8.5 Inspection of Records. The University agrees to permit the Community College Board of Trustees or its designee to review and inspect the University records pertinent to this Agreement, its performance thereof, Community College students, grants and any other documents relating to the University's performance under this Agreement.
- 8.6 FERPA. The University shall comply with all applicable provisions of the Family Educational Rights and Privacy Act as it relates to services provided under this Agreement.
- 8.7 Academic Credit. Academic credit awarded to any Community College Student shall be academic credit of the University and shall be reported as such in the academic record of such student and upon any certificate of achievement awarded to such student.
- 8.8 Drug and Alcohol Use. The University shall comply with all applicable federal, state and local laws regarding a smoke- and drug-free workplace and shall use good faith efforts to ensure that none of its employees or permitted subcontractors, while engaged in work being performed pursuant hereto, purchases, transfers, uses or possesses any illegal drugs, or abuses prescription drugs or alcohol.

## ARTICLE 9

### RELATIONSHIP OF THE PARTIES

- 9.1 The Agreement hereunder is defined as a service contract. The employees of the University are not in any way employees of the Community College and the employees of the Community College are not in any way employees of the University, and no language of this Agreement shall be construed to mean otherwise. Neither Party shall have the ability to bind the other Party with respect to any third party or to incur any obligation or liability on behalf of the other Party. Each Party shall pay and report federal and state income tax withholding, social security taxes, and unemployment insurance applicable to its employees. Each Party shall bear the sole responsibility of its health or disability insurance, retirement benefits, or other welfare or pension benefits of its employees.

## ARTICLE 10

### MISCELLANEOUS

- 10.1 Force Majeure. Except for the obligations to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or acts of God, provided that the delayed Party gives the other Party prompt notice of such cause and uses commercially reasonable efforts to correct such failure or delay in performance as promptly as possible.
- 10.2 Assignment: Third Party Benefits. The rights and obligations of the Parties under this Agreement shall not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party, which may be withheld for any reason. This Agreement is intended for the exclusive benefit of the Parties, and nothing herein shall be construed as creating any rights or benefits in or to any third party.
- 10.3 Governing Law: Venue. This Agreement is made under and shall be governed by and construed in accordance with Ohio law, and venue shall be in the appropriate court in the State of Ohio.
- 10.4 Notices. Any notices under this Agreement shall be in writing and delivered by hand or deposited with a nationally recognized overnight courier, in either case to the address of the receiving Party set forth below. Each notice will be deemed to have been given as of the date it is delivered, mailed, faxed (confirmed) or sent.

Rio Grande Community College  
Chairman, Board of Trustees  
P.O. Box 326  
Rio Grande, Ohio 45674

University of Rio Grande  
Chairman, Board of Trustees  
P. O. Box 500  
Rio Grande, Ohio 45674

Either Party may change the address to which notices may be given to it by giving notice of such change as provided in this Section.

- 10.5 Severability. If any provision of this Agreement is determined to be illegal or hereafter is declared illegal, then said provision shall be void, but shall not affect the remainder of this Agreement, which shall continue in full force and effect.
- 10.6 Signatures. This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. Each Party shall have the right to rely on a facsimile signature, provided that, if a Party so requests, the other Party shall provide one originally signed copy of this Agreement to the requesting Party.
- 10.7 No Waiver: Cumulative Remedies. The Failure of any party to exercise or enforce, in any respect, any right or provision provided for in this agreement shall not be deemed a waiver of any such right or provision. All remedies provided for in this Agreement shall be cumulative and in addition to any other remedies available to either Party at law, in equity or otherwise.
- 10.8 Interpretation. The headings in this Agreement are for convenience and shall not be deemed part of this Agreement. As used herein, “include” and its derivatives shall be deemed to mean “including without limitation.” When permitted by the context, each pronoun used in this Agreement includes the same pronoun in other numbers or genders, and each noun includes the same noun in other numbers. Each Party shall be deemed to have participated equally in the drafting of this Agreement, and any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to this Agreement.
- 10.9 Amendments. This Agreement may be amended or modified only in writing after proper authorizing resolutions by both Boards. Each Party shall promptly approve any amendment required by law. In the event any amendment or modification requires approval of the Ohio Board of Regents or any other administrative agency of the State of Ohio, the Community College shall use its best efforts to obtain such approval as promptly as possible.
- 10.10 Entire Agreement: Conflict. This Agreement, together with all schedules hereto, all of which are hereby incorporated into this Agreement by this reference, constitutes the complete, final and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions.
- 10.11 Representation of Authority. Each Party executing this Agreement through its undersigned representative, and each representative so executing this Agreement, warrants and represents to the other Party that it, he or she has full authority to execute this Agreement on, as applicable, its behalf or behalf of the Party for whom he or she purposes to act.
- 10.12 Findings For Recovery. The University affirmatively represents and warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24.

**Signature Page for the RGCC – URG Instructional, Administrative and Student  
Services Agreement for July 1, 2019 through March 31, 2020**

**Signatures of the Parties.**

THE UNIVERSITY OF RIO GRANDE

RIO GRANDE COMMUNITY COLLEGE  
(The Community College District for Gallia,  
Jackson, Meigs and Vinton Counties)

BY: Mary K. Erwin  
Chair of the Board 6/28/19

BY: Renee Smith  
Chair of the Board

Fiscal Officer's Certification

This signature certifies the amount required to meet the obligations in the fiscal years covered by this contract, has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: Kent Haley Date: 6/28/19  
Kent Haley  
Chief Financial Officer/Treasurer


## INSTRUCTIONAL, ADMINISTRATIVE AND STUDENT SERVICES CONTRACT EXTENSION

WHEREAS, the Board of Trustees has discussed and agreed upon an extension of the Instructional, Administrative and Student Services Contract between the University of Rio Grande and Rio Grande Community College, and

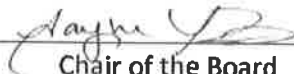
WHEREAS, the Board of Trustees has discussed and agreed upon an extension of the Instructional, Administrative and Student Services Contract Addendum,

NOW, THEREFORE, BE IT RESOLVED, that the Instructional, Administrative and Student Services Contract and Addendum between the University of Rio Grande and Rio Grande Community College has been extended until June 30, 2023.

THE UNIVERSITY OF RIO GRANDE

By   
Chair of the Board

RIO GRANDE COMMUNITY COLLEGE  
(the Community College District for Gallia,  
Jackson, Meigs and Vinton Counties)

By   
Chair of the Board

### Fiscal Officer's Certification

This Signature certifies the amount required to meet the obligations in the fiscal years covered by this contract has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

By   
Cherokee Ruby, Treasurer

Date: 12/14/21