

INSTRUCTIONAL FACILITY AGREEMENT

Truckee Meadows Community College and _____

THIS AGREEMENT entered into this ___ day of _____, 20___ by and between the Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College, hereinafter referred to as "College", and _____ hereinafter referred to as "Contractor."

WHEREAS, the parties hereto desire to enter an agreement whereby the Contractor provides the (check one or both)

- Facilities Qualified Instructors

Physical Location of Facility to be used:

approved by the College for the following program, course/courses or workshop of the College:

IT IS HEREBY AGREED AS FOLLOWS:

- 1.0 The College and the Contractor will, through the appropriate department, jointly plan for the establishment of the College's aforementioned program(s) and/or course(s) with the Contractor. The establishment of accepted standards of education, setting the College semesters of instruction, preparation of all instruction schedules and regulations, and the enrollment of students shall be the responsibility of the College and shall be communicated to the Contractor in accordance with the above.
- 2.0 The above referenced program(s) and/or course(s) will be scheduled from _____ through _____, which time period shall be the term of this agreement and may not exceed five years, providing that (1) the number of students enrolled in each class offered each semester meets College's requirements, and (2) College has sufficient part-time instructional funds available to finance the courses. The instruction period of each group of students shall be jointly determined.
- 3.0 The maximum number of students assigned shall be jointly determined after consideration of the facilities, equipment, and of methods of instructions to be used.
- 4.0 All reasonable efforts will be made to insure that the College complies with all applicable rules and regulations of the Contractor and observes professional ethics of the Contractor and its clients.

5.0 Insurance Requirements: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the College, the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

5.1 Final acceptance by the College of the completion of this contract; or

5.2 Such time as the insurance is no longer required by the College under the terms of this contract.

Any insurance or self-insurance available to the College shall be excess of and noncontributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the College, Contractor shall provide the College with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the College and immediately replace such insurance or bond with insurance or a bond meeting the contract's requirements.

5.3 Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 16B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required. If work occurs outside of the State of Nevada, by employees who do not live and work in Nevada, proof of the applicable statutory state's workers' compensation insurance must be provided.

5.4 Employer's Liability

5.4.1 Minimum limits required:

\$100,000 per Accident or Disease

5.5 Commercial General Liability Insurance

5.5.1 Minimum limits required:

\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence to include bodily injury and property damage

5.5.2 Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

5.6 Business Automobile Liability Insurance

5.6.1 Minimum limit required:

\$1,000,000 Each occurrence

\$5,000,000 Each occurrence for Charter services

5.6.2 Coverage shall include owned, non-owned, and hired vehicles.

5.7 Umbrella or Excess Liability Insurance

5.7.1 May be used to achieve the above minimum liability limits.

5.7.2 Shall be endorsed to state it is "As Broad as Primary Policies."

5.8 General Requirements

5.8.1 Additional Insured: By endorsement to all liability policies, College shall be named as additional insureds for all liability arising from the contract using the applicable ISO endorsement CG form. The endorsement form must be included with the Certificate of Insurance.

5.8.2 Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against College.

5.8.3 Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by College. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$100,000 per occurrence, unless otherwise approved by NSHE or the institution's Risk Manager.

5.8.4 Approved Insurer: Each insurance policy shall be:

- i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- ii. Currently rated by A.M. Best not less than A-.

5.9 Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to College:

5.9.1 Certificate of Insurance: The Accord form certificate of insurance (or equivalent) to evidence insurance policies and coverage required by this Contract. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies or to provide evidence of renewal as required by this Contract is a material breach of contract.

5.9.2 Additional Insured Endorsement: An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to College, by attachment to the Certificate of Insurance, to evidence the endorsement of College as additional insureds.

5.9.3 Notice of Cancellation: Should any of the insurance policies required by the insurance provisions of this Contract be suspended, voided, or cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- 6.0 Access: Contractor agrees to provide the College and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the College and its officers or employees from claims or litigation arising from activities under this agreement.
- 7.0 There shall be no payment nor considerations, other than those provided in Section 10 of this Agreement.
- 8.0 Non Discrimination and Compliance with Laws. College does not discriminate on the basis of race, religion, national origin, sex, marital status, status with regard to public assistance or disability in the admissions, employment, or operation of its educational programs. The parties agree in this program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to College, and specifically agree not to unlawfully discriminate on the basis of a person's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion and to comply with all anti-discriminatory laws and policies which College promulgates and to which College is subject. Where discrimination is found to have occurred, the parties will act to stop the discrimination, to prevent its recurrence, to remedy its effects, and, if appropriate, to discipline those responsible.
- 9.0 It is agreed that the College and the Contractor will derive the greatest benefit from this agreement by promoting the interests of each other, by evaluation, consultation and cooperation, and by interpreting the provisions of this agreement in the manner which shall best promote the interest of the student's educational program.
- 10.0 The College and the Contractor agree to the following charges as indicated below; The Contractor agrees to furnish the space, equipment (if needed), and qualified instructor(s) approved by the College for the specified time.
- 11.0 This agreement may be amended to include additional programs with notification and mutual consent of the participating parties. Such amendments must be in writing.
- 12.0 The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the College.
- 13.0 The parties agree that the Contractor is an independent contractor and that this agreement is entered into in accordance with NRS 333.700, which statute in pertinent part provides that the Contractor is not a state employee. Employees of the Contractor shall not be considered employees of the State of Nevada nor of the College and shall not be entitled to the employment benefits accorded to State employees in general and the College employees in particular.

14.0 Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To: Truckee Meadows Community College
Finance and Administrative Services
7000 Dandini Blvd., SIER 202-D
Reno, NV 89512

Copy to: Truckee Meadows Community College

To:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

15.0 This Agreement may be terminated without cause by either party upon 30 days written notice to the other party, prior to the beginning of the next academic term. Such termination must not affect any program or course that is the subject of this Agreement and which is ongoing at the time the notice is given.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

INSTITUTION

SITE

Board of Regents of the Nevada System of Higher Education
on behalf of Truckee Meadows Community College

By:

By:

Signature

Date

Signature

Date

Printed Name:

Printed Name:

Title:

Title: