South Orange County Community College District (DISTRICT) is inviting submittals from qualified contractors, partnerships, corporations, associations, or professional organizations (CONTRACTOR) to provide Cosmetology and Cosmetician Instruction Services for Saddleback College. Selection will result in an Agreement expected to provide comprehensive professional services to DISTRICT beginning July 1, 2014.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College DISTRICT  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Brandye K. D’Len

Questions regarding this RFQ & P may be directed to Brandye K. D’Len, Executive Director of Facilities Planning and Purchasing via email at bdlena@socccd.edu.

The DISTRICT may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website at www.socccd.edu. CONTRACTOR may express an interest in providing a submittal by emailing.

**All responses must be received by mail, recognized carrier or hand delivered by**

April 29, 2014, 2:00 P.M.
INTRODUCTION

Saddleback College seeks to procure off-campus instruction for the Saddleback College’s Cosmetology and Cosmetician Program. The successful bidder(s) will receive a two year contract starting July 1, 2014, and ending June 30, 2016. The agreement will have an option to renew for three additional one-year terms.

The successful bidder will be required to execute a formal agreement with the DISTRICT to provide the above described instructional services. Copies of the agreements for cosmetology and cosmetician are included. Please read carefully these documents and all enclosures as all conditions must be met prior to consideration for award.

At a minimum, CONTRACTOR must have been in a private post-secondary Cosmetology accredited school for a minimum of two years.

It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

The DISTRICT consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 42,000 students each year.

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post-secondary school to deliver vocational education instruction. Saddleback College has been contracting for off-campus Cosmetology and Cosmetician Instruction services for the past 35 years. The current contracts are set to expire and the college wishes to continue providing this certificate program for students in our community.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting CONTRACTORS will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Brandye D’Lena via email at bdlena@socccd.edu with the subject line indicating “Question(s) for Cosmetology and Cosmetician Instruction Services RFQ & P”. If questions are submitted after the deadline, they will not be answered and CONTRACTORS must provide a submittal using the information in the RFQ & P and any addenda provided.
Request for Qualification & Proposals Submittal Schedule

- RFQ & P - 1st Advertisement: April 10, 2014
- RFQ & P - 2nd Advertisement: April 17, 2014
- Deadline email confirmation of interest: April 18, 2014
- Deadline for written questions: April 22, 2014
- Last addendum: April 25, 2014
- **Deadline for RFQ & P Submittal**: April 29, 2014
- Contract Negotiation: May 8, 2014
- Board Meeting Date: June 23, 2014
- Contract Execution: July 1, 2014

During the review of the submittals, DISTRICT will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. CONTRACTORS are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ & P title, CONTRACTOR’s name and address, contact name, email and phone number.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will be returned to the CONTRACTOR without evaluation and CONTRACTOR will not qualify for consideration. It is the CONTRACTOR’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**SCOPE OF WORK**

**Services:** The Cosmetology and Cosmetician Instruction services will include:

**Regulatory Compliance.**

1. Compliance with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR’S school to which the DISTRICT’S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology;

2. Accreditation by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.

4. Compliance with the California State Plan for Vocational Education and all related special provisions.

5. Compliance with the Administrative Code, Title V, Section 55630(e), ensuring that all instructors employed by the private agency shall enter into an "Agreement for Teaching Services".

6. CONTRACTOR is to have been in a private post-secondary Cosmetology accredited school for a minimum of two years, (California Education Code).

7. A Memorandum of Understanding with another community college district will need to be obtained prior to commencement of a contract, should CONTRACTOR be located outside the boundaries of the DISTRICT.

**Accommodations.**

1. Staff, facilities, non-personal equipment, supervision and related services required for instruction and training.

2. Approved equipment and instructional materials for the courses offered, and the number of students in attendance.

3. CONTRACTOR will accept all current students enrolled and accept new students during each enrollment period established by the DISTRICT. This program is an “open entry-open exit” type of enrollment. Number of students enrolled is dependent upon amount of budgetary monies appropriated to the program by the DISTRICT.

4. If more than one contract is awarded, enrolling students can choose preferred beauty school of attendance.

5. CONTRACTOR is required to meet all conditions related to the curriculum as outlined in college catalog.

6. Cosmetology students will receive a total of sixteen hundred (1,600) hours of approved instruction per DISTRICT student with accredited transfer, if needed. Cosmetician students to receive a total of six hundred (600) hours of approved instruction per DISTRICT student with accredited transfer, if needed.

7. Such instruction, training, and preparation as may be necessary to meet no less than the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license.

8. Provision for 50 hours of additional instruction and training at no cost to the DISTRICT or the student in the event of failure to pass the California State Board examination for licensure.
9. Provide all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students.

10. Each student shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment and items supplied by students shall be obtainable on the open market from two or more commercial outlets within the boundaries of the DISTRICT. The CONTRACTOR may make these items available for voluntary purchase or rental.

Review, Validation and Termination.

1. The DISTRICT may conduct program reviews of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, and governance.

2. CONTRACTOR shall complete a self-appraisal 30 days prior to a site visitation by DISTRICT representatives.

3. Contract may be canceled at any time with thirty days written notice by the DISTRICT.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

CONTRACTORs shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the CONTRACTOR.

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. Cover Letter. A maximum one-page, dated Introductory Letter must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the CONTRACTOR.

2. Table of Contents. A Table of Contents of the material contained in the proposal should follow the Cover Letter.

3. The Qualification Matrix. The Qualification Matrix attached as Exhibit C should be completed and placed in this section 3. This form will be used as part of the review process.

4. Experience. Provide any professional registration, certifications and affiliations for the CONTRACTOR. Describe your experience with Cosmetology and Cosmetician Instruction services and more particularly community college projects. Include the scope of work performed within the last five years.
Evidence that the CONTRACTOR is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

Financial Standing - Provide the most current audited or reviewed annual financial statements prepared in accordance with generally accepted accounting principles, and the amounts and carriers of both general and professional liability insurance.

5. **Personnel.** This section of the proposal should establish the ability of the CONTRACTOR to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
   
   a. Number of qualified staff
   
   b. All personnel assigned to provide DISTRICT services must:
      
      i. Possess the minimum qualification to perform the services provided
      
      ii. Have a minimum of two-years of directly related experience
      
      iii. Have not entered into a subcontract with any CONTRACTORs who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
   
   c. Include list of proposed personnel. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).
   
   d. CONTRACTORs must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein

6. **Scope of Work.** The Scope of Work provided describes the expected effort of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Two pages maximum)

7. **Services.** In the matrix that has been provided in Exhibit C:
   
   a. List maximum number of students that CONTRACTOR can legally accommodate under the Saddleback College program at one time
   
   b. List the number of students that the CONTRACTOR can enroll in day and evening classes.

8. **Additional Data.** Provide additional information about the CONTRACTOR as it may relate to this RFQ & P. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned CONTRACTORs, and small women-owned business participation level. Consortia of small businesses, minority-owned CONTRACTORs, and women’s business enterprises are
encouraged, and subcontracts with small businesses, minority-owned CONTRACTORs, and women’s business enterprises are also encouraged. (Include as an appendix if desired)

9. **Professional Fees.**
   a. Provide with your proposal one copy of fees in a sealed envelope.
      i. Cosmetology Proposal. List amount to be paid by the school unit (Saddleback College) to the CONTRACTOR for each hour of approved attendance.
      ii. Cosmetician Proposal. List amount to be paid by the school unit (Saddleback College) to the CONTRACTOR for each hour of approved attendance.
   b. The selection committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.
   c. Fees provided in this submittal will be used as the basis for contract negotiations. The final rates shall be negotiated after the selection process. Any increases must be approved in writing by the DISTRICT prior to the performance of service.
   d. Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ & P exhibits may be provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

10. **Client References.** This section of the proposal permits CONTRACTORs to demonstrate their ability and competence to satisfactorily perform the required services by including letters of recommendation or testimonials. If these are included provide
   a. Client contact name
   b. Telephone number
   c. Email address

11. **Agreement Review.** Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the DISTRICT.

12. **Certification.** Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.**
The DISTRICT reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the CONTRACTOR from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is not to be included with the CONTRACTOR’s submittal.

BASIS OF AWARD

The selection of the Cosmetology and Cosmetician Instruction Services will be a two-stage process.

1. The first stage will be based on proposal analysis principally focusing on specific experience and qualifications. Proposing CONTRACTORS may be contacted via telephone to clarify information submitted.

2. The second stage is successful contract negotiations.

Cosmetology and Cosmetician Instruction Services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the DISTRICT as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, staff will engage in contract negotiations with selected CONTRACTOR. If negotiations with the first team(s) selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or DISTRICT rejects all proposals.

Note: By virtue of submission, the proposing CONTRACTOR declares that all information provided in the Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about DISTRICT may be found at http://www.soccccd.edu/businessservices/pb_purchasing.html. Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The DISTRICT reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the DISTRICT shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of DISTRICT and shall be considered a part of Public Record. The DISTRICT reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the DISTRICT bid page for addenda information.

7. DISTRICT reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Cosmetology and Cosmetician Instruction Services.
3. Exhibit C: Cosmetology and Cosmetician Instruction Services – Qualification Matrix
4. Exhibit D: Teaching Agreement

Proposals shall be received up to but not later than 2:00 p.m., on the scheduled date.
CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, CONTRACTOR or corporation; that the undersigned will contract with DISTRICT to provide these services to the DISTRICT in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Cosmetology and Cosmetician Instruction Services and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the CONTRACTOR noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the CONTRACTOR’s submittal in response to this request and that I am authorized to commit the CONTRACTOR to the submittal.

I acknowledge the following addenda(s) ____________________

______________________________  ______________________________
Signature                           Typed or Printed Name

______________________________  ______________________________
Title                               Phone

______________________________  ______________________________
Address                            Email

Provide Seal here, if Corporation
This AGREEMENT is made effective as of July 1, 2009 (the “Effective Date”), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Contractor Name, Address and Phone, hereinafter called "CONTRACTOR", for Saddleback College (the “College”) campus having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETOLOGY, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETOLOGY for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETOLOGY;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR’S RIGHTS AND RESPONSIBILITIES

1.1 **Standard of Care.** CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.

1.2 **Article 5 Compliance.** The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR’S school to which the DISTRICT’S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in COSMETOLOGY; it being agreed that:

a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school; and

b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.

1.3 **Accreditation.** The CONTRACTOR’S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in **COSMETOLOGY**.

1.5 **Maintain School.** The CONTRACTOR shall provide operate and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.

1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school, shall submit to the DISTRICT evidence of such compliance.

1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school, shall submit to the DISTRICT evidence of such compliance. “CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person.” In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.

1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETOLOGY is a part.

1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;

a. it being understood that such submittals may be upon a regular schedule and/or upon special requests’ and

b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.

1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR’S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records;
enrollment students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

1.11 **Management Services.** CONTRACTOR’s management services shall be provided by Name. Contact information for Name will be provided to Saddleback College’s identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Name is replaced with another person, the name and contact information for this person will be provided within one week of this change.

**ARTICLE 2 SCOPE OF CONTRACTOR’S SERVICES**

2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR’S school;

a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR’S school at any time.

b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.

2.2 **Training Hours.** The CONTRACTOR shall provide for sixteen hundred (1,600) hours of approved COSMETOLOGY instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR’S school located at ADDRESS, CITY, ST ZIP, as established elsewhere in this Contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

a. The sixteen hundred (1,600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license in COSMETOLOGY.

b. The sixteen hundred (1,600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than four hundred twenty-five (425) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.

c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of...
the DISTRICT, it being understood that the DISTRICT, acting through such representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.

d. The sixteen hundred (1,600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETOLOGY instructors holding valid California teaching credentials authorizing services in the area of COSMETOLOGY in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).

e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETOLOGY instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

f. Any student of the DISTRICT who completes sixteen hundred (1,600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.

g. Any student of the DISTRICT who completes the sixteen hundred (1,600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETOLOGY's examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:

i. If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,

ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.
h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.

2.3 **Material Costs.** The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT'S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

**ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES**

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

**ARTICLE 4 TERM**

4.1 **Term.** The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions (“Term”) unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.

4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a “Requests for Qualifications and Proposals”. After five years, there is no possibility for automatic renewal. The DISTRICT will send out the “Requests for Qualifications and Proposals” to interested parties at least thirty days prior to the expiration of the Term.

**ARTICLE 5 INDEMNITY AND INSURANCE**
5.1 **Worker's Compensation.** The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen's compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.

5.2 **Indemnity and Liability Insurance.** The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR’S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for property damage.

i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.

ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.

iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.

iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.

v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

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**ARTICLE 6 COMPENSATION AND TUITION**

6.1 **Compensation.** The DISTRICT shall pay to the CONTRACTOR **$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.
b. The CONTRACTOR shall not be reimbursed for more than a total of sixteen hundred (1,600) hours of instruction and training for any one student.

c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.

d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same sixteen hundred (1,600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.

6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 NOT USED

ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this AGREEMENT, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue to diligently perform and provide services hereunder until completion or termination of the AGREEMENT. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
9.3 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

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**ARTICLE 10 DISTRICT’S RESPONSIBILITIES**

10.1 **District Provided Information.** The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.

10.2 **District Representative.** Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

   **Name, Title**
10.3 **Notification.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.

10.4 **Administrative Functions.** The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;

   a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR'S school, such student will be subject to the CONTRACTOR'S rules and regulations relating to conduct, health, and safety; and operating procedures;

   b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.

   c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.

10.5 **Financially Committed.** The DISTRICT shall be financially committed to the COSMETOLOGY program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the 2014-2015 and 2015-2016 fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

**ARTICLE 11 MISCELLANEOUS**

11.1 **Affirmative Action.** CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3 **CONTRACTOR Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final
payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4 **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.5 **Employment with Public Agency.** No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the
DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.11 Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.12 Notifications. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.13 Communications between the parties shall be sent to the following addresses:

DISTRICT
Dr. Debra L. Fitzsimons
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONTRACTOR
Contact Name
Company Name
Address
Address

11.14 Severability. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.

11.15 Entire AGREEMENT / Amendment. This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONTRACTOR.

11.16 Binding AGREEMENT. This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

CONTRACTOR
Request for Qualifications and Proposals
Cosmetology and Cosmetician Instruction Services-Saddleback College
April 10, 2014

South Orange County Community College District

Company Name

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Name
Title

(Date)
(Date)

(Taxpayer number)
SAMPLE AGREEMENT - VOCATIONAL COSMETICIAN EDUCATION SERVICES, SADDLEBACK COLLEGE

This AGREEMENT is made effective as of July 1, 2009 (the “Effective Date”), by and between the South Orange County Community College District, hereinafter called the "DISTRICT", and Contractor Name, Address and Phone, hereinafter called "CONTRACTOR", for Saddleback College (the “College”) campus having its principal place of business at 28000 Marguerite Parkway, CA 92692.

WHEREAS, the DISTRICT intends to provide, for the benefit of selected, eligible students of the DISTRICT, a vocation education program under the State Plan for Vocational Education and the Federal Carl Perkins Vocational and Applied Technology Educational Act, through this AGREEMENT with the CONTRACTOR, in order to prepare such students for the vocation of COSMETICIAN, it being understood that such program shall be so designed and conducted that it may lead to a California State License in COSMETICIAN for such students; and,

WHEREAS, the CONTRACTOR operates as a private, post-secondary, vocational school offering instruction and training in COSMETICIAN;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 CONTRACTOR’S RIGHTS AND RESPONSIBILITIES

1.1 Standard of Care. CONTRACTOR shall provide the Services herein using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances.

1.2 Article 5 Compliance. The CONTRACTOR shall comply with all provisions of Article 5 (commencing at Section 8090) of Division 1, Part 6, Education Code, State of California, applicable to said CONTRACTOR'S school to which the DISTRICT'S students are to be assigned, including, but not limited to, the holding by CONTRACTOR of this valid certificate of course approval and a license as a private, post-secondary vocational school for COSMETICIAN instruction and training; it being agreed that:

a. The CONTRACTOR shall submit to the DISTRICT evidence of compliance with this certificate and license requirement prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school; and

b. The CONTRACTOR shall continue to operate such a school during the term of this Contract.

1.3 Accreditation. The CONTRACTOR'S school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
1.4 **State and Federal Compliance.** The CONTRACTOR shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statutes including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for COSMETICIAN instruction and training.

1.5 **Maintain School.** The CONTRACTOR shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.

1.6 **Higher Education Act of 1965.** The CONTRACTOR shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school, shall submit to the DISTRICT evidence of such compliance.

1.7 **Title VI Compliance.** The CONTRACTOR shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964, and, prior to the assignment by the DISTRICT of any of its students to the CONTRACTOR’S school, shall submit to the DISTRICT evidence of such compliance. “CONTRACTOR agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person.” In addition, CONTRACTOR shall comply with Title 9 of the Higher Education Act of 1972, Presidential Executive Order 11246 and subsequent amendments, and all applicable State and Federal Health and Safety regulations.

1.8 **Vocational Education Plan.** The DISTRICT and the CONTRACTOR shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which COSMETICIAN is a part.

1.9 **Records.** The CONTRACTOR shall maintain accurate records of attendance, grade reports, and progress for each student, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT;

a. it being understood that such submittals may be upon a regular schedule and/or upon special requests' and

b. it being further understood that there shall be no release of information from such records to any party other than such representative(s).

c. CONTRACTOR shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the DISTRICT.

1.10 **Inspections.** The CONTRACTOR shall permit inspections by authorized representatives of the DISTRICT, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the CONTRACTOR’S school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, if required, audit school records;
interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.

1.11 **Management Services.** CONTRACTOR’s management services shall be provided by Name. Contact information for Name will be provided to Saddleback College’s identified contact who will act as the single point of contact between CONTRACTOR and Saddleback College. If Name is replaced with another person, the name and contact information for this person will be provided within one week of this change.

### ARTICLE 2 SCOPE OF CONTRACTOR’S SERVICES

2.1 **Enrollment.** The DISTRICT may enroll a maximum number of students up to capacity, with no minimum, in the CONTRACTOR’S school;

a. it being understood that the DISTRICT does NOT guarantee any set number of its students will be enrolled in the CONTRACTOR’S school at any time.

b. The CONTRACTOR agrees to accept new students during each enrollment period established by the DISTRICT.

2.2 **Training Hours.** The CONTRACTOR shall provide for six hundred (600) hours of approved COSMETICIAN instruction and training for each DISTRICT student and shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the DISTRICT authorized to attend the CONTRACTOR’S school located at ADDRESS, CITY, ST ZIP, as established elsewhere in this Contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the DISTRICT shall be limited by the period of time between the enrollment date of the student and the final termination date of this Contract and the limitations on hours of instruction and training as established elsewhere in this Contract.

a. The six hundred (600) hours of approved instruction and training shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate of registration and/or a license as COSMETICIAN.

b. The six hundred (600) hours of approved instruction and training shall be given in a proportionate manner over a period of less than two hundred (200) school days within two (2) calendar years from date of enrollment. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of twenty (20) hours and a maximum of forty (40) hours in any calendar week unless changes in hours are mutually agreed upon by the CONTRACTOR and the DISTRICT. No instruction and/or training shall be given on Sundays.

c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the DISTRICT, it being understood that the DISTRICT, acting through such representative, has
the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.

d. The six hundred (600) hours of approved instruction and training shall be given under the direct supervision of California licensed COSMETICIAN instructors holding valid California teaching credentials authorizing services in the area of COSMETICIAN in vocational programs in a community college or possessing equivalent experience as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "AGREEMENT for Teaching Services" (see Attachment).

e. Should it become necessary for one or more DISTRICT student(s) to transfer to the CONTRACTOR from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for COSMETICIAN instruction and training, the CONTRACTOR agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

f. Any student of the DISTRICT who completes six hundred (600) hours of training, and has not had the minimum instruction and training hours required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the CONTRACTOR such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the DISTRICT.

g. Any student of the DISTRICT who completes the six hundred (600) hours of approved instruction and training, and within thirty (30) days of such completion takes for the first time, and fails to pass, the California State Board of COSMETICIAN's examination for licensure, shall be entitled to fifty (50) additional hours of instruction and training in the CONTRACTOR'S school at no expense to the DISTRICT or to such student, subject to the following conditions:

i. If such student fails to commence the additional instruction and training provided for herein within thirty (30) days of the date of notice of failure to pass said examination, such student shall lose the entitlement to said instruction and training; or,

ii. If such student, having commenced said instruction, fails to complete the fifty (50) hours within thirty (30) calendar days of the date of such commencement, said student shall lose the entitlement to the hours remaining in the initial fifty (50) hour entitlement.

h. The CONTRACTOR shall participate in a program review and validation conducted by the DISTRICT and at the discretion of the DISTRICT. Said program review shall include, but is not limited to, a review of CONTRACTOR'S curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, recordkeeping process
and practices, governance, and CONTRACTOR-DISTRICT relationship. In the event a program review is requested, CONTRACTOR shall be given at least 60 days written notice. CONTRACTOR shall complete a self-appraisal in the format supplied by DISTRICT and submit said self-appraisal to DISTRICT 30 days prior to a site visitation by DISTRICT representatives.

2.3 **Material Costs.** The CONTRACTOR shall provide, without additional charges to the DISTRICT or the DISTRICT’S students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the DISTRICT without cost to students in this or other vocational offerings of said DISTRICT; and may require students covered by this Contract to purchase such types and/or kinds of instructional materials as the DISTRICT ordinarily requires students in this or other vocational offerings of said DISTRICT to furnish without cost to said DISTRICT; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools, supplies, and/or equipment; and it being further agreed that such items and such materials as are required to be supplied by students shall be obtainable on the open market from two (2) or more commercial outlets within the boundaries to the DISTRICT; it being understood that the CONTRACTOR may make available for voluntary purchase or rental by such students any of such personal items or materials.

**ARTICLE 3 ADDITIONAL CONTRACTOR SERVICES**

This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the Parties hereto.

**ARTICLE 4 TERM**

4.1 **Term.** The term of this AGREEMENT shall be the two (2) year period beginning on the Effective Date hereof and ending on June 30, 2016 with three (3) one (1) year options for renewal under the same terms and conditions (“Term”) unless sooner terminated as provided herein. Either party may choose not to exercise a renewal option by providing the other party with sixty (60) days written notice prior to the start of the renewal period.

4.2 **Renewal.** Both parties understand that at the termination of five years from Effective Date the DISTRICT is required to send out a “Requests for Qualifications and Proposals”. After five years, there is no possibility for automatic renewal. The DISTRICT will send out the “Requests for Qualifications and Proposals” to interested parties at least thirty days prior to the expiration of the Term.

**ARTICLE 5 INDEMNITY AND INSURANCE**

5.1 **Worker’s Compensation.** The CONTRACTOR shall obtain and maintain, at the expense of the CONTRACTOR, all workmen’s compensation insurance required by law for employees involved in the operation of this program, including coverage for any student performing services or utilizing products that represent actual or potential income for the CONTRACTOR.
5.2 **Indemnity and Liability Insurance.** The CONTRACTOR shall indemnify and hold harmless the DISTRICT and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by CONTRACTOR.

a. In satisfaction of this requirement, the CONTRACTOR, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the CONTRACTOR'S expense, a policy of public liability insurance with limits not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for personal injury or death, and not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for property damage.

i. Said policy shall be obtained from a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California.

ii. Said policy shall expressly name such entities, officers, agents, and employees as additional insured.

iii. Said policy shall provide that the DISTRICT shall be given not less than ten (10) days written notice of any cancellation or modification of policy coverage.

iv. A copy of said policy shall be furnished to the DISTRICT prior to the assignment of any DISTRICT students to the CONTRACTOR; and said copy shall be kept up to date by the CONTRACTOR.

v. In satisfaction of this requirement, the CONTRACTOR shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this Contract by CONTRACTOR.

### ARTICLE 6  COMPENSATION AND TUITION

6.1 **Compensation.** The DISTRICT shall pay to the CONTRACTOR **$4.50** for each hour of approved attendance by authorized students of the DISTRICT covered by this Contract, pursuant to the terms and conditions noted hereinafter.

a. DISTRICT payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the CONTRACTOR'S place of instruction and training; it being agreed that each certification shall be on forms supplied by the DISTRICT, and shall be based upon daily records maintained by the CONTRACTOR, and subject to review and/or audit by an authorized representative of the DISTRICT.

b. The CONTRACTOR shall not be reimbursed for more than a total of six hundred (600) hours of instruction and training for any one student.

c. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be
responsible to the CONTRACTOR for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.

d. In the event that the DISTRICT determines that the total direct and indirect cost to provide the same six hundred (600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the DISTRICT, or the tuition the CONTRACTOR charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the CONTRACTOR agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.

6.2 **Tuition.** Except as noted in this Contract, the CONTRACTOR shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.

ARTICLE 7 NOT USED

ARTICLE 8 TERMINATION

8.1 It is agreed that either Party to this Contract may terminate the Contract at the end of any enrollment term by giving sixty (60) calendar days prior written notice to the other Party; it is also agreed that at the time of termination of this Contract neither party shall have any obligation to the other Party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

9.1 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

9.2 **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10  DISTRICT’S RESPONSIBILITIES

10.1 District Provided Information. The DISTRICT shall provide to the CONTRACTOR information regarding requirements for the Services.

10.2 District Representative. Saddleback College shall appoint a representative authorized to act on the DISTRICT's behalf. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to requests submitted by the CONTRACTOR. Unless modified by written notice by the DISTRICT to the CONTRACTOR, the DISTRICT Representative is:

   Name, Title

10.3 Notification. The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the services. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder.

10.4 Administrative Functions. The DISTRICT shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion;

   a. it being understood that during such times as any DISTRICT student is in attendance in the CONTRACTOR’S school, such student will be subject to the CONTRACTOR’S rules and regulations relating to conduct, health, and safety; and operating procedures;

   b. it being understood that disciplinary action leading to suspension or dismissal of a DISTRICT student shall be taken only by the DISTRICT after consultation with the CONTRACTOR.
c. The DISTRICT and the CONTRACTOR will ensure that ancillary and support services are provided for the students (e.g., counseling and guidance, placement assistance). These services will be provided by the DISTRICT and CONTRACTOR will ensure that students are aware of their availability.

10.5 Financially Committed. The DISTRICT shall be financially committed to the COSMETICIAN program only for the amount of monies adopted by the South Orange County Community College District Board of Trustees for this program during the 2014-2015 and 2015-2016 fiscal years. In the event that monies in either fiscal year are exhausted, the CONTRACTOR'S school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the DISTRICT or the student.

ARTICLE 11 MISCELLANEOUS

11.1 Affirmative Action. CONTRACTOR agrees that CONTRACTOR will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2 Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR and CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3 CONTRACTOR Accounting Records. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONTRACTOR, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONTRACTOR shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4 Cumulative Rights; Non Waiver. Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.5 Employment with Public Agency. No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
11.6 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

11.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

11.8 **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR’s employees.

11.9 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONTRACTOR and DISTRICT hereunder.

11.10 **Non-Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR. The sale or transfer of a majority membership interest in CONTRACTOR firm or the admission of new member to the CONTRACTOR firm which causes there to be a change in majority ownership and / or control of CONTRACTOR firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.11 **Permits/Licenses.** CONTRACTOR and all CONTRACTOR’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.12 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging
receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.13 **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Debra L. Fitzsimons</td>
<td>Contact Name</td>
</tr>
<tr>
<td>South Orange County</td>
<td>Company Name</td>
</tr>
<tr>
<td>Community College District</td>
<td></td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>Address</td>
</tr>
<tr>
<td>Mission Viejo, CA 92692</td>
<td>Address</td>
</tr>
</tbody>
</table>

11.14 **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herein, but all remaining provisions will remain and continue in full force and effect.

11.15 **Entire AGREEMENT/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersede all prior negotiations, representations or AGREEMENTs, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONTRACTOR.

11.16 **Binding AGREEMENT.** This Contract shall be valid and effective upon the approval of the Office of the Chancellor of the California Community Colleges. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td>South Orange County</td>
<td>Company Name</td>
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</tbody>
</table>

______________________________
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)________________________ (Date)________________________

(Taxpayer number)_______________
### COSMETOLOGY AND COSMETICIAN INSTRUCTION SERVICES – QUALIFICATION MATRIX

**Cosmetology and Cosmetician Instruction Services RFQ & P - Qualification Matrix**

**Firm:**

**Location:**

NOTE: Firm to validate quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

<table>
<thead>
<tr>
<th>TAB</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Cover Letter - Professional/Format/Signed</td>
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<tr>
<td>2</td>
<td>Table of Contents - Correct &amp; Professional</td>
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<tr>
<td>3</td>
<td>Executive Summary - professional - coherent - relevant - concise</td>
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<td>4</td>
<td>Experience</td>
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<tr>
<td></td>
<td>Years in business (min 3)</td>
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<td># Contract terminations in last 5 years</td>
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<td>5</td>
<td>Personnel</td>
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<tr>
<td></td>
<td>Number of in-house staff &gt; 3+ years of experience</td>
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<tr>
<td>6</td>
<td>Scope of Work</td>
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<tr>
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<td>Meets or exceeds criteria</td>
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<td>Services</td>
</tr>
<tr>
<td></td>
<td><strong>Cosmetology:</strong></td>
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<tr>
<td></td>
<td>a. List maximum number of students CONTRACTOR can legally accommodate in college program on one time</td>
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<tr>
<td></td>
<td>b. List number of students CONTRACTOR can enroll in day classes</td>
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<tr>
<td></td>
<td>c. List number of students CONTRACTOR can enroll in evening classes</td>
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<tr>
<td></td>
<td><strong>Cosmetician:</strong></td>
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<td>d. List maximum number of students CONTRACTOR can legally accommodate in college program on one time</td>
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<td>e. List number of students CONTRACTOR can enroll in day classes</td>
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<td></td>
<td>f. List number of students CONTRACTOR can enroll in evening classes</td>
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<td>Additional Data re: Company</td>
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<td>Other</td>
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<td>Fee Proposals – Rates Sealed Envelope</td>
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<td>10</td>
<td>Client References</td>
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<tr>
<td>11</td>
<td>Agreement Review</td>
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<tr>
<td></td>
<td>Review and comments attached</td>
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<tr>
<td>12</td>
<td>Certification signed w/ correct # of addenda noted</td>
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</tbody>
</table>
TEACHING AGREEMENT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Mission Viejo, California 92692

AGREEMENT FOR COSMETOLOGY/COSMETICIAN TEACHING SERVICES

THIS AGREEMENT is made and entered into this ____ day of ______ 20__, by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and ______ , hereinafter referred to as "Teacher".

1. The Teacher agrees to serve as a teacher for the Cosmetology and/or Cosmetician course offered by the DISTRICT.

2. The Teacher shall be an employee of ________________________________.

3. The DISTRICT shall have the primary right to control and direct the Teacher's activities. Said activities shall be performed by the Teacher in accordance with such direction and control, subject to the provisions as set forth in more particularity in a contract by and between South Orange County Community College District.

4. The DISTRICT shall not be obligated to make any payment to the Teacher for services and for normal benefits such as Workers' Compensation, medical insurance, vacation, sick leave, or any other employee benefits now available to regular employees of the DISTRICT.

IN WITNESS WHEREOF, the said parties have hereunto set their name.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: ____________________________
PRINT NAME: Dr. Debra L. Fitzsimons
TITLE: Vice Chancellor, Business Services

TEACHER

BY: ____________________________
PRINT NAME: ____________________________
TITLE: ____________________________