

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
June 10, 2019

CONSENT CALENDAR

7

**Cosmetology Training Agreement
Between COS and Estes Institute of Cosmetology Arts
and Sciences**

Status: Action

Presented by: Jennifer Vega La Serna, Ph.D.
 Vice President, Academic Services

Issue

The Cosmetology Training Agreement is between the District and Estes Institute of Cosmetology Arts and Sciences to provide a cosmetology training program for the benefit of selected, eligible students of the District, under the California State Plan for Vocational Education and the 1998 Vocational Education Act.

Analysis

This Agreement supersedes all previous contracts and shall be valid for a period not to exceed one year from the date of Agreement. This agreement differs in substance from previous years by extending enrollment by an additional five students.

Implications

The Contractor represents that the lead instructor of classes for the District in this program is the Director of Training Services for the Estes Institute of Cosmetology and has completed all of the necessary steps involved in the College of the Sequoias Hiring Policy and meets the conditions set forth in the 2017 "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and/or California Code Title V, Division 6, Chapter 4, Subchapter 4, Article 2, "Qualification and Equivalencies 410."

The Contractor will provide the District with a list of instructors qualified to teach pursuant to the above specified criteria, prior to the Effective Date of this contract.

Recommended Action

It is recommended that the Board of Trustees approve the Cosmetology Training Agreement for a total of 20 students per cohort, by and between the District and Estes Institute of Cosmetology Arts and Sciences.

COSMETOLOGY TRAINING AGREEMENT BETWEEN ESTES AND COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT, made and entered into this 1th day of July, between the COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT of Tulare County, State of California (hereinafter called the "District"), ESTES INSTITUTE OF COSMETOLOGY ARTS AND SCIENCES, 324 East Main, Visalia, CA 93291, hereinafter called the "Contractor"; and supersedes all previous contracts and shall be valid for a period not to exceed one year from the above date. The District and Contractor are individually referred to as Party and collectively as Parties.

RECITALS

WHEREAS, the District intends to provide a cosmetology training program for the benefit of selected, eligible students of the District, under the California State Plan for Vocational Education and the Federal Vocational and Technical Education Act, 1998, (The 2006 reauthorization renamed the 1998 Vocational and Technical Education Act (VTEA) to the Career Technical Education Act of 2006. Items under the 1998 Act will still be referred to as "VTEA," and items under the 2006 Act will be referred to as "Perkins IV.") through this Agreement with the Contractor in order to prepare such students for the vocation of a cosmetologist; and

WHEREAS, the Contractor is a non-public cosmetology training provider with extensive capabilities and experience in cosmetology and training; and

WHEREAS, the Parties desire to enter into this Agreement to prepare students for the vocation of cosmetology as provided for herein.

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

ARTICLE I SCOPE OF WORK

1.1 PURPOSE.

The purpose of this Agreement is for the Contractor to provide cosmetology training at Estes Institute of Cosmetology Arts and Sciences located at 324 East Main, Visalia, CA 93291,

1.2 SCOPE.

(a) The Contractor shall provide instruction, training, facility, equipment, supervision, and other services as described herein for students authorized by the District for the following classes: **Cosmetology 261, 262, 263, and 264** and/or other classes as deemed necessary by the District and agreed to by the Contractor

(b) The Contractor represents that the lead instructor of classes for the District in this program is the Director of Training Services for the Estes Institute of Cosmetology and has completed all of the necessary steps involved in the College of the Sequoias Hiring Policy and meets the conditions set forth in the 2017 “Minimum Qualifications for Faculty and Administrators in California Community Colleges” and/or California Code Title V, Division 6, Chapter 4, Subchapter 4, Article 2, “Qualification and Equivalencies 410.”

(1) The Contractor will provide the District with a list of instructors qualified to teach pursuant to the above specified criteria, prior to the Effective Date of this contract.

(2) The Contractor shall notify the District within three (3) working days of any additions or deletions of Contractor provided qualified instructors.

(c) All District cosmetology courses taught at the Contractor’s facilities will be taught and supervised by qualified instructors.

(d) The Contractor represents that as of the Effective Date of this agreement, it is free of any prior, pending, or existing proceedings against its license or that of any of its instructors.

1.3 CONTRACTOR FACILITIES.

(a) Contractor shall provide instruction of District students at the following facilities: 324 East Main, Visalia, CA 93291.

(b) The Contractor’s physical facilities shall meet requirements of applicable State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered for the number of students in attendance as mutually agreed to between the Parties.

1.4 STUDENTS.

(a) The Contractor shall maintain current accurate records of student attendance and progress. The Contractor consents to inspection of such records by authorized representatives of the District, State Board of Education, and the California Community College Board of Governors.

(b) Students must be under the direct supervision of a District authorized instructor at all times.

(c) All students receiving cosmetology training instruction under this Agreement must have completed all steps in the application and registration process of the District for each semester that Contractor is contracting with the District for cosmetology training.

(d) District students receiving training under this Agreement and qualifying for financial aid under the State and Federal programs will file eligibility papers with, and receive such financial aid through the District’s Financial Aid Office.

(e) The District and the Contractor shall provide the normal administrative functions, including admissions, counseling, registration, achievement records, and awarding of Completion Certificates comparable to those maintained for any students of the District.

ARTICLE II TERM AND TERMINATION

2.1 TERM.

(a) This Agreement shall become effective on **July 1, 2019** and shall terminate on **June 30, 2020**. This Agreement may be renewed for an additional one-year term by mutual written agreement of the District and Contractor.

2.2 TERMINATION.

(a) The District and the Contractor reserve the right to terminate this Agreement effective at the end of the current academic period of this agreement upon at least 60 days prior written notice.

ARTICLE III CONSIDERATION

3.1 The District shall pay the Contractor at a rate of **\$2.25** per hour for each hour of instruction for **five** students constituting the greatest number of hours attended for each billable period. The District shall pay the Contractor at a rate of **\$5.00** per hour for each hour of instruction for **an additional fifteen** students during each billable period. This agreement shall be effective **July 1, 2019** to **June 30, 2020**, for all cosmetology courses contracted by Estes Institute of Cosmetology provided each course meets minimum enrollment criteria. ***The maximum billable hours for any one student shall not exceed a total of 1600 hours. The maximum billable hours for any one student, for any individual COSM course shall not exceed the maximum number of hours on the approved Course Outline of Record beginning with the outline's effective date. Student hours attended after the end of the semester due to an incomplete or other arrangement are not eligible for reimbursement.*** The hour and unit configuration for the College of the Sequoias Cosmetology Program are listed in Appendix A.

3.2 The Contractor shall submit and certify monthly statements and billings to the District at the end of each month for which Contractor instruction is given including a daily tally of training attendance hours by individual student enrollment.

3.3 The District shall remit payment to the Contractor within thirty (30) days of receipt of the invoice.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 NONDISCRIMINATION.

(a) The Contractor and District represent that they are in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, and that they adhere to ethical practices, and do not and shall not discriminate as to employees or students on the basis of race, sex, color, religion, or national origin.

4.2 CONFIDENTIALITY OF STUDENT RECORDS.

(a) Each of the parties acknowledges that, during the term of this Agreement, they may have access to privileged and confidential materials and information in the custody of clients of the other Party including, but not limited to, student records (“Confidential Information”). Each of the Parties acknowledges that student records are protected under both California and federal laws. Each of the parties covenant and agree to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement unless authorized by law.

4.3 INSURANCE AND INDEMNIFICATION.

(a) INSURANCE.

(1) The Contractor shall obtain and maintain, at the expense of the Contractor, all workers’ compensation insurance required by law for Contractor employees working under this Agreement.

(2) Each Party, in order to protect the other Party, its officers, agents, and employees against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this Agreement, shall secure and maintain in force during the entire term of this agreement a liability insurance policy in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said policy of insurance shall expressly name the other Party, its agents, employees and officers as an additional insured. A copy of said policy shall be furnished to each Party at the time the contract is signed.

(b) INDEMNIFICATION.

(1) Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), or claims imposed for damages of any nature whatsoever, indirect or consequential loss or damage, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason

of any acts or omissions on the part of the Party's own officers, agents, and employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnification obligation will continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

4.4 NOTICES.

(a) Any notice given under this Agreement shall be deemed given when personally served upon the Chief Administrator of the District or upon the Contractor, or when deposited in the mail in a sealed envelope with postage thereon, fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT: COLLEGE OF THE SEQUOIAS
COMMUNITY COLLEGE DISTRICT
915 South Mooney Boulevard
Visalia, CA 93277
Attn: Superintendent/President

TO CONTRACTOR: Estes Institute of Cosmetology
Arts and Sciences
324 East Main
Visalia, CA, 93291

4.5 AUDIT RIGHTS.

(a) The Contractor and the District will, upon request, make available to the State Department of Finance and/or the State Department of Education for audit, all records applicable to this contract.

4.6 ASSIGNMENT.

(a) No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

4.7 SEVERABILITY.

(a) If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

4.8 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

(a) This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the

provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

4.9 INTERPRETATION AND GOVERNING LAW.

(a) This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

4.10 AUTHORITY.

(a) The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

4.11 EXECUTION IN COUNTERPARTS.

(a) This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

4.12 EFFECT OF RECITALS.

(a) The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

4.13 CONFLICT OF INTEREST.

(a) No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

4.14 INDEPENDENT CONTRACTOR.

(a) In the performance of their respective duties and obligations under this Agreement, each Party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible for its own conduct.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

DISTRICT:

COLLEGE OF THE SEQUOIAS
COMMUNITY COLLEGE DISTRICT
915 SOUTH MOONEY BLVD.
VISALIA, CA. 93277

By _____
Brent Calvin
Superintendent/President

CONTRACTOR:

ESTES INSTITUTE OF COSMETOLOGY
ARTS AND SCIENCES
324 EAST MAIN
VISALIA, CA. 93291

By _____
Don Estes
Owner

Appendix A
Cosmetology Program Unit/Hour Configuration
Effective July 1, 2011

	Unit Configuration									
	6 Units	7 Units	8 Units	9 Units	10 Units	11 Units	12 Units	13 Units	14 Units	15 Units
Lecture	5	5	5	5	5	5	5	5	5	5
Laboratory	3	6	9	12	15	18	21	24	27	30
Lect/Hours	87.5	87.5	87.5	87.5	87.5	87.5	87.5	87.5	87.5	87.5
Lab/Hours	52.5	105	157.5	210	262.5	315	367.5	420	472.5	525
Total Hours	140	192.5	245	297.5	350	402.5	455	507.5	560	612.5
	Certificate Configuration-									
COSM 261	140	192.5	245	297.5	350	402.5	455	507.5	560	612.5
COSM 262	140	192.5	245	297.5	350	402.5	455	507.5	560	612.5
COSM 263A	140	192.5	245	297.5	350	402.5	455	507.5	560	612.5
COSM 263A	140	192.5	245	297.5	350	402.5	455	507.5	560	612.5

Based on the configuration of lecture and laboratory hours a student would complete the 42 unit certificate within their allowable 1,600 hours training.

**California Community Colleges
Chancellor's Office
Contract Guide for Instructional Service Agreements between
College Districts and Public Agencies
Estes School of Cosmetology
Cosmetology Courses-2019-2020**

Community colleges may claim FTES and consequently, State funding for classes given through instructional service agreements/contracts provided Education Code and Title 5 requirements are met. The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), 58100-58106 and Education Code Section 78015.

This guide paraphrases applicable sections of Title 5 and applies only to classes conducted in a cooperative arrangement with public agencies. The following checklist should be used as a guide in the preparation of agreements or contracts:

1. X The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.
2. X The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.
3. X The agreement/contract contains procedures, terms and conditions relating to 1) enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objectives; 4) supervision and evaluation of students; and 5) withdrawal of students prior to completion of a course or program.
4. X Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.
5. X Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subject in a California community college.
6. X Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting

instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor.

NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.

7. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.
8. The course must be held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106) The district policy on open enrollment must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
9. Degree and certificate programs must have been approved by the State Chancellors Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.
10. The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.
11. Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.
12. Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.

13. X It is agreed that both contractor and community college district will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).
 14. X The college district must certify that it does not receive full compensation for the direct education cost of the course from any public or private agency, individual or group.
 15. X The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.*
 16. X If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of nondistrict facilities.
- *In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.

COSMETOLOGY INSTRUCTOR CONTRACT 2019-2020

AGREEMENT BETWEEN **Donald Estes**, AN EMPLOYEE OF ESTES INSTITUTE OF COSMETOLOGY ARTS AND SCIENCES AND COLLEGE OF THE SEQUOIAS.

It is hereby agreed this *1st day of July, 2019*, by and between COLLEGE OF THE SEQUOIAS, District, State of California, hereinafter referred to as the “District,” and **Donald Estes**, of Estes Institute of Cosmetology Arts and Sciences, hereinafter referred to as “Agency,” and COLLEGE OF THE SEQUOIAS,

- a. WHEREAS, the District has contracted with the Agency for the providing of vocational education; and
- b. The Agency has agreed to provide District with certificated instructors; and
- c. The employee identified on this contract is in possession of a valid California Community College Teaching Credential or equivalency in the subject of Cosmetology; and
- d. The District must enter into written contracts with each instructor provided by that Agency, pursuant to Title V of the Administrative Code; and

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

1. The District will have the primary right to control and direct **Donald Estes**, during the time he is serving the District; and
2. **Donald Estes** will be an employee of the District for purposes of the Attendance Accounting Standards of Title V of the Administrative Code, Sections 58050, et seq., only; and
3. **Donald Estes** will be entitled to no compensation from the District, but instead shall be compensated by **Donald Estes** employer, Estes Institute of Cosmetology Arts and Sciences.
4. The District will not be obligated to **Donald Estes** for any benefits, workers compensation or considerations normally accorded typical community college instructors under the Education Code. These obligations will be those of his employer, Estes Institute of Cosmetology Arts and Sciences.
5. The Agency shall serve the District only as directed by COLLEGE OF THE SEQUOIAS, and shall serve the District no later than the expiration of the herein mentioned contract between the District and the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

COLLEGE OF THE SEQUOIAS

Estes Institute of Cosmetology
Arts & Sciences

BY _____
Brent Calvin
President/Superintendent

BY _____
Donald Estes

DATE _____

DATE _____