

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ECONOMIC & WORKFORCE DEVELOPMENT CONTRACT EDUCATION  
EDUCATIONAL SERVICES AGREEMENT

**AGREEMENT FOR CONTRACT INSTRUCTION  
(NOT FOR CREDIT INSTRUCTION)**

South Orange County Community College District – Saddleback College, hereinafter referred to as "Contractor," and \_\_\_\_\_ hereinafter referred to as "Recipient," mutually agree as follows:

1. Contractor represents that it is a public post-secondary institution with the capability and the experience to provide training services in the area of \_\_\_\_\_ at the post-secondary level.
2. Facilities will be provided by \_\_\_\_\_ to conduct the program specified herein. They shall meet the requirements of state and local safety and health regulations during the term of the Agreement.
3. Recipient and Contractor will honor the schedule of meeting times mutually agreed upon beginning \_\_\_\_\_ and completing on \_\_\_\_\_

Description of customized training to be provided:

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Training will be delivered to  X number  of Recipient's employees.

4. The location of the services shall be: \_\_\_\_\_ Phone: \_\_\_\_\_
5. For a fee not to exceed  \$ , Contractor shall provide the following services:

Name of training module

Course Learning Objectives:

After completing the course, Recipient's employees will have an understanding of:

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
- Etc.

Should Recipient require additional services in any of the above components, the fee shall be negotiated separately.

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6. The instructor(s) shall be \_\_\_\_\_
7. All participants shall be under the direction and supervision of the instructor as specified herein.
8. The customary payment of \_\_\_\_\_% deposit of total cost of training due prior to the start of instruction is waived given the cost of training will be reimbursed to the Contractor by the Employment Training Panel (ETP) through a sub-agreement with San Bernardino Community College District or El Camino Community College District. In the event the ETP does not reimburse Contractor for a portion of the training costs or if an employee separates from employment from Recipient within 90 days of the completion of the training, Recipient shall compensate Contractor for services provided pursuant to this Agreement in the amount specified within thirty (30) days following the receipt of an invoice from Contractor for the services described herein.
9. Contractor represents that all operations of Contractor's business are and will continue to be conducted in compliance with Title VI and VII of the Civil Rights Act of 1964; Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, and all applicable local, state and federal health and safety regulations.
10. Recipient agrees not to enter into a competitive agreement for these services with the instructor(s) or consultant(s) provided by Contractor for a period of one year following the conclusion of this agreement.
11. The RECIPIENT agrees to and does hereby indemnify, hold harmless and defend the CONTRACTOR and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the RECIPIENT, or any person, firm or corporation employed by the RECIPIENT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by the Agreement, whether said injury or damage occurs either on or off CONTRACTOR'S property.
12. The Contractor retains the right to cancel any class that is offered under this agreement no later than 10 days before the first meeting of the class.

The Recipient retains the right to cancel the course that is offered under this agreement no later than 10 days before the first meeting of the class. If the course is canceled 10 days to 30 days prior to start of the course, the 20% deposit is non-refundable.

If the Recipient cancels the course 9 days to 2 days prior to the course, it shall pay the Contractor 75 % of the Course Fee. If the Recipient cancels the course 1 day before the course or later, 100% of the fee will be due.

A course may be rescheduled within 90 days of the original course date, with no penalty fee. All fees are due by the original due date.

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13. The Contractor qualifies to be reimbursed with ETP funding for costs associated in the delivery of training through a sub-agreement with San Bernardino Community College District or El Camino College Community College District if Recipient meets the criteria specified in Addendum A. Therefore, If Recipient meets the ETP criteria in Addendum A, the Recipient will incur minimal to no out of pocket expense for the training. Any unreimbursed expenses to the Contractor will be invoiced to Recipient within 30 days.
14. The 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 the Agreement.
15. The CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
16. The failure of the RECIPIENT 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. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. 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 services of (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, 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.
18. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
19. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the RECIPIENT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to RECIPIENT by CONTRACTOR as a basis for such services.
20. RECIPIENT understands and agrees that all matters produced under this Agreement shall become the property of CONTRACTOR and cannot be used without CONTRACTOR'S express written permission. CONTRACTOR shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the RECIPIENT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. No personal promotion, sale of books, tapes or other materials by RECIPIENT will be permitted without prior written approval from the CONTRACTOR.

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21. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

22. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

23. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

CONTRACTOR

South Orange County Community College District – Saddleback College

By:

\_\_\_\_\_  
Debra Fitzsimons  
Vice Chancellor, Business Services

Address:  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Date: \_\_\_\_\_

RECIPIENT

Company Name

By:

\_\_\_\_\_  
Authorized Company Representative/Title:

Address:

Phone:

Date: \_\_\_\_\_

EIN:  
(Federal Employer Identification Number)

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**Addendum A**

CALIFORNIA EMPLOYMENT TRAINING PANEL (ETP)

Regular Core Program ( \_\_\_\_\_ )

Contractor: Name of contractor holding ETP contract

Subcontractor: South Orange County Community College District – Saddleback College

Who Can Apply for ETP?

Your company and workers qualify to apply for state-funded training through the Saddleback College Center for Training and Business Consulting, if:

- The **EMPLOYER** meets **ONE** of the following criteria:
- Primary business is manufacturing, pre-packaged software, or motion picture/video production. **OR**
- 25% or more of the business is sold outside the state of California using California employees. **OR**
- None of the above, and the employee (s) seeking training earns at least \$27.09 per hour (company paid medical benefits may be considered to meet this wage.) **AND**
- Participating employers are subject to paying California's Employment Training Tax.

The **EMPLOYEE** meets **ALL** of the following criteria:

- A full-time (minimum of 35 hours per week)
- Meet the ETP minimum wage requirement of at least \$17.22 per hour for all counties.
- Employer paid health benefits may be added to a trainee's wage to meet the ETP minimum wage.
- Committed to attending class and completing 100% of the training program.
- Meet the eligibility standards set forth in Unemployment Insurance Code Section 10201(c).

The **EMPLOYER** meets **ALL** of the following criteria:

- Turnover rate is less than 20% annually unless the employer provides evidence that the proposed training will significantly decrease the turnover rate; or the employer has experienced a singular reduction in its workforce or other occurrence which adversely affected the turnover rate in the last calendar year; or if industry data supports a higher turnover rate.
- Employer is committed to employees attending class and completing 100% of the training program.
- Employees remain employed 90 days after all training is completed.
- Employer pays employee's wages while in training.
- A company is considered a large employer if they have more than 100 employees. Retraining is capped at 200 total hours per trainee per ETP contract period.
- A company is considered a small employer if they have less than 100 employees. Retraining is capped at 60 hours per trainee per ETP contract period.

Saddleback College will assist your company with all the ETP forms needed for reporting and auditing purposes (i.e., ETP Certification Statement, Training Roster, etc.).