

COAST COMMUNITY COLLEGE DISTRICT
Agreement for Contracted Education Services

This Agreement for Contracted Education Services (“AGREEMENT”) is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Orange Coast College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and _____, hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as “PARTY” and collectively as “PARTIES.”

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from _____ through _____, inclusive.
2. The class or program to be offered is _____. A total of _____ hours of instruction and/or training will be provided to a maximum of _____ students/employees of COMPANY.
3. The services will be conducted at _____.
4. Students successfully completing the course will receive _____ units of college credit in accordance with policies of the DISTRICT Board of Trustees.
5. COMPANY agrees to pay the DISTRICT the sum of _____ Dollars (\$ _____) for the services provided under this agreement. This amount represents a fee of \$ _____ per instructional hour. During the course of the AGREEMENT, COMPANY may request additional classes at the same rate by contacting the DISTRICT administrative liaison (designated in paragraph number 7). Any books or published materials used in classes will be available to COMPANY at retail cost.
6. COMPANY agrees to pay the full fee for the _____ class once the instruction process begins and regardless of whether students/employees complete the full program. COMPANY will be billed for such instruction. All payments are due no later than 30 days after receipt of invoice.
7. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be _____.

_____, () _____. The administrative contact for COMPANY will be _____ at () _____.

8. Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

9. COMPANY will make whatever special arrangement is necessary to account for student/employee time spent in instruction should COMPANY policy require more than a noticed review of DISTRICT attendance records.

11. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

12. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

13. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to COMPANY.

14. COMPANY shall, no less than forty-eight hours in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by COMPANY and DISTRICT.

15. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: _____

With a copy to: Coast Community College District
1370 Adams Avenue

Costa Mesa, CA 92626
Attn: Board President

To Company: _____

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

COMPANY

COAST COMMUNITY COLLEGE DISTRICT

Signature

Signature

Typed Name

Typed Name

Title

President, Board of Trustees

Date

Date

