



William S. Hart Union High School District
AGREEMENT
FOR
CAREER TECHNICAL EDUCATION INSTRUCTION
2017-18

The WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the District, and **NEWBERRY SCHOOLS OF BEAUTY**

located at 16852 Devonshire Street
Granada Hills, CA 91344

hereinafter referred to as the Contractor, mutually agree to specific terms as follows:

1. Pursuant to the provisions of Education Code Sections 52300 et. seq., the District has established a Career and College Readiness program, hereinafter referred to as CCR, to provide career technical education to students enrolled in the CCR programs.
2. Pursuant to the provisions of Education Code Sections 52300-52490 Contractor shall provide career technical education in a **Cosmetology Program** and shall accept students enrolled by the District for attendance in said programs. Contractor shall operate the program in conformance with the CCR Instructional Course Outline. Said Course Outline are on file with the District and the Contractor. Such instruction shall be provided at the address specified above.
3. The Contractor represents that it is a non-public, private, post-secondary, vocational school with the capability and the experience to provide instruction as specified herein and holds a valid certificate of course approval and license as a private, post-secondary, vocational school under provisions of Education Code Sections 52300-52490.
4. The Contractor represents that a credentialed teacher be on site at all times CCR students are present and that each instructor providing and overseeing direct instruction to CCR students of the Contractor in the program operated with respect to this Agreement possesses a valid California teaching credential which authorizes the teaching of the career technical education subject in the private school. Instructors, contracted, and/or otherwise hired by Contractor shall be licensed, credentialed, and/or otherwise qualified as required by applicable laws and regulations. Contractor will notify District and secure a credentialed substitute for absences in excess of two hours. If a credentialed substitute cannot be located, the District will send a substitute not to exceed a cost of \$41.00 per hour and deduct cost from monthly payment. For extended teacher absences where time allows notification of parent/guardian, Contractor has the option to cancel class and release students. Lost instruction due to teacher absences shall not become an additional charge to students who graduate before completion of the program. Contractor shall not be compensated for services provided by such individuals who

were, at the time services were rendered, not appropriately licensed, credentialed and otherwise qualified or whose credential(s) or license(s) were not on file with District.

Contractor shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, regular/on-going volunteers and Subcontractors before such persons may commence services with CCR students.

Contractor shall notify District in writing, by email, or by facsimile within five (5) days of the occurrence of any credentialed Instructor changes.

5. In addition, credentialed instructor(s) must have Department of Justice Certification of Employee Background on file with the District, evidence of a negative Tuberculin (TB) skin test or chest x-ray, and passing score on the District's Sexual Harassment Prevention Training exam. Contractor shall comply with the requirements of Education Code § 44237 at its sole cost and expense, and without additional compensation from the District. To the extent permitted or required by law Contractor shall obtain subsequent arrest information on all Instructors to CCR students.

Contractor shall not permit any Credentialed Instructor or volunteer, (Supplied Personnel) to come into contact with CCR students until the California Department of Justice has completed its review of criminal history files, as set forth in the Education Code, and it has been determined that such Supplied Personnel has not committed any crime that would preclude California public school employment. Contractor shall complete and submit to the District the Certification of Employee Background form hereto.

At the commencement of the Contract term contractor shall certify in writing to district under penalty of perjury, full compliance with this provision as to all current Supplied Personnel to CCR students and shall provide district with a list of the names of such Supplied Personnel. Thereafter, contractor shall similarly certify compliance with respect to any new Supplied Personnel and submit a revised Certification of Employee Background form, on or before the date such new Supplied Personnel assume any duties that may involve contact with CCR students.

Upon execution of this Contract and upon the employment or hiring of any new Credentialed Instructor(s), Contractor shall provide to district a report of certificate of tuberculosis examination under Education Code § 49406 and Health and Safety Code § 121525 showing Credentialed Instructors to CCR students have been examined and found free from active tuberculosis. The report shall be signed under penalty of perjury.

6. Authorization by the District to provide instruction pursuant to this Agreement is contingent upon prior approval of the course by the District. Further, Contractor shall not accept students under the CCR contract for instruction that have not been certified as CCR students by CCR. The Contractor agrees to follow the course description and performance objectives and will provide the District with one copy of the following documents prior to execution of this Agreement:
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- a. Evidence of valid California teaching credential for all Credentialed instructors providing direct/supervised instruction to CCR students. If Credentialed instructors are changed during the program year, Contractor shall provide the District with evidence of a valid credential for any new instructor within ten (10) working days after the new instructor is employed by the Contractor.
- b. Evidence of approval by the Office of Private Post Secondary Education or school approval by another authorized State or Federal agency.
- c. Accurate placement data on students who have completed instruction through the CCR program.
- d. Evidence of Advisory Committee participation.
- e. Other such documentation as may be useful in obtaining the required approvals.

All documentation provided shall be clear photocopies of the originals.

7. Facilities provided by the Contractor to conduct the program specified herein shall meet the requirements of State and Local health and safety regulations during the term on this Agreement. Equipment and instructional materials furnished with respect to this Agreement shall be adequate and suitable for the programs operated and the number of students in attendance.

Contractor agrees to give immediate verbal notice and submit a written report to District within five (5) days of any serious injury to a pupil while student is receiving direct services from Contractor. Serious injury means an injury requiring notification of law enforcement or emergency Personnel.

Contractor shall report within seven (7) days to District any violations or items found out of compliance by the fire marshal during inspection of Contractor's premises. Contractor shall have in place an operational fire warning system that complies with all required local, state and federal laws. Contractor shall also have occupancy capacity signs clearly posted in all rooms as required in the California Health and Safety Code and/or by the fire marshal.

8. Supplies and consumable instructional materials to be provided by the Contractor shall be approved by the District. Products containing formaldehyde, methylene glycol, or other ingredients that are treated as formaldehyde are prohibited. All instructional material must follow the requirements in OSHA's **formaldehyde** and **hazard communication** standards. All products must comply with OSHA labeling standards and Supplied Personnel must be trained to know where the SDS are kept and how to interpret them. The cost of providing instructional materials, if any, shall be included in the amount to be paid per student hour as
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set forth hereunder for part-time high school students. No additional payments will be made by the District for instructional materials provided by the Contractor. The textbook and cosmetology kit to be purchased by students will be provided by the Contractor.

9. The Contractor shall maintain daily records of student attendance and report in accordance with CCR procedures. All pupil records shall be kept in a secure location to prevent access by unauthorized individuals. Contractor must notify the District in writing of graduates, new student enrollments, and student drops within seven (7) days. Contractor must contact the District on the sixth day of absences for any student.

The Contractor shall maintain daily records of student achievement in accordance with CCR procedures. Student achievement records shall be submitted on forms provided by the District according to progress reporting dates provided by CCR or at the time the student terminates training.

The Contractor's attendance and achievement records shall be available for review and audit by an authorized representative of the District, the Office of Private Post-Secondary Education and/or the Vocational Education Support Unit of the State Department of Education. Such records shall be maintained by the Contractor for a period of five (5) years after the close of each school year.

10. The Contractor shall provide instruction, training, facilities, equipment, supervision, and other services for a maximum of 20 part-time concurrently enrolled CCR high school students. The total number of hours required to complete the program is 1600 hours. All students shall be under the direction and or supervision of properly credentialed instructor during all hours of attendance.
 11. Contractor must contact the District's CCR representative within 24 hours regarding any violation of the "Rules and Regulations" made by a CCR student.
 12. Should it become necessary for a CCR student and/or students to transfer from the Contractor to another private, post-secondary vocational school which maintains an equivalent program, the Contractor agrees to credit each student and/or students with one (1) hour of course credit for each and every hour of training received by the student and/or students.
 13. Any student who completes the total number of hours as specified in Paragraph 10 above, and has not acquired the necessary skills, or has not had the minimum training and preparation required for certification, or is not properly prepared for an examination for a certification of registration and/or license, shall be provided up to 50 hours additional training and preparation as required at no cost to the District. In this event, the Contractor shall notify the District, in writing, that a student has failed to pass the examination. The notification shall contain the name of the student, additional instruction required, the schedule for the additional instruction and other pertinent information.
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14. The Contractor shall provide assistance to the District in the areas of job placement and follow-up of students who have completed the program pursuant to this Agreement. Contractor shall prepare and submit such reports of assistance as may be required by the District.
15. The District shall compensate Contractor for services provided pursuant to this Agreement at the rate of \$2.25 per student hour for concurrently enrolled high school students. District compensation will be no less than \$1,000 per week. The minimum payment will be adjusted for holidays and non-student days. Payments shall be made upon receipt of Contractor's invoice listing student names and itemized daily hours for each student listed. The Contractor shall not be reimbursed for more than 1600 hours of instruction for any one student, nor for attendance of any student not authorized by the District. Contractor shall accept new students as authorized by the District at the beginning of each enrollment period and shall provide each of the new students with the number of hours of instruction as specified in Paragraph 9 above. Compensation for each new student shall be the same rate per student hour as specified above. In no event will the District reimburse the Contractor for more than the maximum number of hours multiplied by the maximum number of students as specified herein.

Such compensation shall be payable by monthly invoicing submitted to the District by the Contractor. The District shall pay undisputed invoices within thirty (30) days of receipt from the Contractor. The District may, within fifteen (15) days of receipt of a payment request from Contractor, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the Contractor to submit such information and/or documentation.

16. In no event will the District reimburse the Contractor for attendance during legal holidays including: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin L. King, Jr. Day, Presidents' Day, and Memorial Day.
17. The Contractor shall defend, indemnify and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, Contractors and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Contractor, or anyone working under or for the Contractor, in connection with the performance of this Contract. Any legal -defense needed due to the negligence, recklessness or willful misconduct by the Contractor for the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Contractor at its sole cost. The Contractor's obligations pursuant to this Section shall survive the expiration or termination of this Contract.

18. Contractor shall, at his, her, or its sole cost and expense, and, during all periods as required by this Contract, maintain in full force and effect, the following insurance coverage from a California licensed, authorized and/or admitted insurer with a A- VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's (or any subcontractor contracted by contractor) fulfillment of any of its obligations under this Contract or either party's use of the Services or any component or part thereof:

a. Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an "occurrence" basis, for bodily injury, personal injury and property damage and must include a separate endorsement naming the District, its officers, agents and employees as additional insureds. The policy must provide coverage, with not less than, \$1,000,000 per occurrence

b. Vehicle Liability Insurance: Commercial (Business) Auto Liability Insurance for all owned, scheduled, non-owned or hired automobiles, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000.

c. Workers' Compensation Insurance: Workers' Compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

Contractor, upon execution of this Contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Contract at no additional charge to the District.

19. The Contractor shall not charge CCR students receiving training under the Agreement any costs or fees for tuition, supplies, or equipment; except as specified in Paragraph 8.
20. The Contractor represents that all operations of the Contractor's business are conducted in compliance with Title VI and Title VII of the civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, and all applicable local, State and Federal health and safety regulations.
21. The District's obligation hereunder is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payment are subject to appropriation for this purpose in the Final Adopted Budget.

In the event that sufficient funds are not appropriated for the services in the Agreement, or if the District determines that sufficient funds are not available for the services of the Agreement, the District may terminate this Agreement, upon thirty (30) days written notice to the Contractor. Upon termination, the District shall remit to Contractor, the portion of payment due prior to the date of termination. Notice of Termination shall be deemed given

when received by Contractor or no later than thirty (30) days of mailing, whichever is sooner. Contractor may void CCR student contracts upon receiving the Notice of Termination from the District. Upon voiding CCR student contracts, Contractor may enter into contracts with the former District CCR students to continue the instruction program directly with the students (or guardians) at rates determined by Contractor.

22. This Agreement shall be in effect for the period July 1, 2017 to June 30, 2018. The Agreement may be amended by mutual consent of the parties and may be terminated upon thirty (30) days prior written notification by either party. Should the District exercise its rights to discontinue the instructional program and terminate this Agreement, or should the Contractor elect to terminate this Agreement, students currently enrolled shall have the option to complete the training course or a similar course which shall be offered by the Contractor at the same cost per hour as a private student. Any violation of the terms of this agreement by the Contractor may result in termination of the contract.
23. Upon request from CCR administration, the Contractor will be required to respond in writing to complaints issued by participating CCR students.
24. Under the terms of this Agreement high school students enrolled in the program after high school graduation may attend until June 30 of their graduation year. Students who graduate early from high school will attend the same schedule as all enrolled high school students through June 30. Early graduates cannot increase their hours of attendance. If early graduates wish to increase their hours of attendance, they can no longer be a concurrent CCR student. Following termination as a concurrent CCR student, students may enroll as a private, independent adult student under Newberry's guidelines.

This Contract is only one of several documents that sets forth the complete understanding and agreement of the District and the Contractor with respect to the Services. The Contract is composed of all of the below-listed Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- (i) Agreement;
- (ii) William S. Hart Union High School District CCR Cosmetology Rules & Regulations
- (iii) Contract Forms
 - Certification of Drug-Free and Tobacco-Free Workplace;
 - Certification of Employee Background

This Contract shall be governed by the laws of the State of California with venue in Los Angeles, California.

If any provision of this Contract is held in whole or in part to be unenforceable by a court of competent jurisdiction, it shall be severed and the remainder of this Contract shall continue in full force and effect.

Each person signing this Contract on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Contract.

District

**WILLIAM S. HART UNION HIGH
SCHOOL DISTRICT**

By _____
Ralph Peschek
Chief Financial Officer

Date _____

Contractor

NEWBERRY SCHOOL OF BEAUTY

By  _____
Deanna Jacobson
CEO

Date 9/7/17



William S. Hart Union High School District

NAME _____ HIGH SCHOOL _____

COSMETOLOGY SCHOOL _____

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT CAREER & COLLEGE READINESS COSMETOLOGY RULES & REGULATIONS

The following list of infractions and the associated consequence will be consistently applied to all cosmetology students in the Hart school district, regardless of the cosmetology school they attend. These items are being clearly listed with the goal of fostering and maintaining a healthy learning environment for all students and a fiscal accountability for the school district.

Immediate Expulsion from Cosmetology School

1. Stealing
2. The use or selling of alcohol or drugs
3. Documented physical or verbal abuse
4. Altering, forging time cards, clocking another student's time card or having them clock your time card
5. Vandalism and/or malicious mischief

Immediate Suspension from one to five days*

1. Leaving or not returning from a break without permission.
2. Clocking in and not reporting immediately to the classroom or work station.
3. The use of profanity, gossiping, or slurs of any kind (ethnic, racial or sexual).
4. Incomplete, stained or soiled uniforms and/or failure to bring all kit materials, textbooks, timecards, and binders to class.
5. Eating or drinking outside of the designated areas.
6. Being discourteous or disrespectful towards peers, staff or clients.
7. Being loud or disorderly.
8. Excessive absences (more than 10% of the time) or failing to make satisfactory progress.
9. Unauthorized cell phone use
10. Cheating
11. Failure to work on assigned clients or operations (Note: Only paying customers may visit. No friends/visitors are allowed on school premises).

***A third infraction may result in expulsion from cosmetology school ***

Continued enrollment from semester to semester is pending all attendance and productivity requirements have been met in order to continue in the program. Students and parents will be notified in advance if students are not eligible for continued enrollment.

**** All absences must be cleared with the cosmetology school. Calling in an absence at your high school does NOT clear your absence with the cosmetology school.***

STUDENT SIGNATURE _____

PARENT SIGNATURE _____

DATE _____