

**AGREEMENT BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT and
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

SEPTEMBER 1, 2018 – DECEMBER 31, 2018

This Agreement ("Agreement") is made by and between the Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and the **William S. Hart Union High School District** ("Contractor"). District and Contractor may be referred to herein individually as "Party" and, collectively, as "Parties."

RECITALS

A. WHEREAS, California Education Code section 10900, et seq., authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote and conduct community recreational and educational programs; and

B. WHEREAS, the Parties have agreed to partner in activities to further the Career Pathways development. District and Contractor have found and determined that such offering is not inconsistent with the functions of their respective educational institutions; and

C. WHEREAS, District and Contractor desire to enter into this program; and

D. WHEREAS, District and Contractor acknowledge that its respective participation in said activities is strictly voluntary.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated as effective and operative parts of this Agreement.
2. **Term.** This Agreement shall commence **September 1, 2018, and shall continue in full force and effect thereafter until and including December 31, 2018**, contingent upon funding from the Strong Workforce Program.
3. **Contractor Responsibilities.**
 - a. **Scope of Work.** Contractor shall perform the Scope of Work as established by District and agreed upon by the Contractor that will be detailed using Exhibit A – Scope of Work, for the Strong Workforce Regional Funding.

As needed, the Scope of Work can be amended and modified based on written approval by the Parties. Contractor should not begin specified work without a fully-executed Exhibit A. By signing this Agreement, District and Contractor agree that exhibits will be signed by the Contractor's Authorized Representative assigned to complete the Scope of Work and District's Authorized Representative, and will be binding under this Agreement without further action by the Parties.
 - b. **Fingerprinting.** Education code section 45125.1 requires school districts to obtain the fingerprints of individuals who: 1) enter school district facilities to provide contractual services to the school and 2) may have more than limited contact with students. Contractor must receive confirmation from the Department of Justice that these individuals have not been convicted of a serious or violent felony before they are allowed to enter school district campuses. District shall assist Contractor in meeting the requirements of Education Code section 45125.1, but shall not be held responsible for failure to meet any of the fingerprinting or background check requirements of Education Code section 45125.1.
4. **Compensation and Invoicing.** District agrees to reimburse Contractor, as full consideration and compensation for Contractor's performance of work under this Agreement, a total amount not to exceed **Thirty-Eight Thousand Five Hundred Sixty-Six Dollars (\$38,566)**. Contractor shall invoice District for the agreed activities listed in Exhibit A upon their completion, providing the required supporting documentation for District (payroll records, invoices, etc.). Invoices may be submitted not more than once per month for services rendered during prior month and shall include the invoice date, date(s) of service(s) and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for services satisfactorily rendered pursuant to this Agreement. No invoices will be paid unless this Agreement has been signed by the Contractor and properly executed by District, and the Contractor has submitted a completed Vendor Form/Substitute Form W-9 to the Contractor's Contract, Procurement and Risk Management Services Department.
5. **Termination.** Either Party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days written notice of termination to the other Party prior to the requested termination date. In the event termination occurs prior to the conclusion of the then current semester, Parties will allow currently enrolled students to complete the semester. All work established pursuant to this Agreement are subject to the procurement of adequate funding. If District does not receive adequate funding, it may cancel any work pursuant to this Agreement until funding becomes available.

6. **Supervision.** Contractor shall take all appropriate steps to protect the safety of any minors (persons under the age of 18) and/or other individuals requiring assistance (e.g. disabled, elderly, etc.) ("Member(s)"). Contractor shall provide supervision to Members at all times. Contractor shall indemnify, defend and hold District harmless from all claims, liabilities, damages or judgments involving a third party, including District's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Section. This Section shall survive the expiration or termination of this Agreement.
7. **Indemnification.** Contractor agrees to hold harmless and indemnify District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

District agrees to hold harmless and indemnify Contractor, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by Contractor. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

8. **Insurance.** Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Contractor agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, the Santa Clarita Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to District, which shall be subject to District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to the Santa Clarita Community College District, Attn: Contract, Procurement and Risk Management Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, before services are to commence.

9. **Transportation.** Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 7 above.
10. **Compliance with Applicable Laws.** In performing the work, both Parties shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. District shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement. 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. **Policies & Procedures and Rules & Regulations.** Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.
12. **Assignment.** Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.
13. **Trademark/Logo Use.** Contractor must obtain written approval from District's Public Information Office ("PIO") to use District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

14. **Non-Discrimination.** Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the

acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

15. **Non-Waiver.** 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.
16. **Notice.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered 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.

District: Santa Clarita Community College District
Attn: Assistant Superintendent/VP Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
Phone: (661) 362-3476
Fax: (661) 362-5480

Contractor: William S. Hart Union High School District
Attn: Ralph Peschek, CFO
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Phone: (661) 259-0033
Email: rpeschek@hartdistrict.org

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

17. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
18. **Severability.** 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Exhibits.** All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
20. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
21. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.
22. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

[SIGNATURES NEXT PAGE]

In Witness Whereof, the Parties have caused this Agreement to be executed on their behalf by their respective duly-authorized representatives.

CONTRACTOR

DocuSigned by:
Ralph Peschek
BY: _____
Signature of Authorized Representative
Print Name **Ralph Peschek**
Print Title **CFO**
Date **1/7/2019**

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

DocuSigned by:
Jerry L. Buckley
BY: _____
Signature of Authorized Representative
Print Name **Jerry L. Buckley**
Print Title **Asst. Superintendent/Vice President, Academic Affairs**
Date **1/7/2019**
District Board of Trustee's
Approval/Ratification Date

District Initiating Department

District Contact Name

District Contact Extension

Funding Source (G/L Account)

Academic Affairs

Harriet Happel

3653

12-65130-00-493709-2000

**EXHIBIT A – SCOPE OF WORK
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS**

Name: William S. Hart Union High School District

Contact Information: Ralph Peschek
Address: 21380 Centre Pointe Parkway, Santa Clarita, CA 91350
Phone: (661) 259-0033
Email: rpeschek@hartdistrict.org

Project Name: Strong Workforce Program Regional funds – K14 Career Pathways Technical Assistance Provider ("TAP")

Scope of Work: Reimbursement for activities that support Career Readiness and Career Planning for middle school, high school and college students to be conducted in collaboration with the District. As part of Career Readiness and Career Planning, the South Central Coast Regional Consortium ("SCCRC") will support the expenses associated with the designated activities. These activities include:

September 20, 2018	Parent/Student Career & College Readiness Fair
October 5, 2018	Manufacturing Day Field Trip
October 12, 2018	Connecting 2 Success Field Trip
November 2, 2018	Connecting 2 Success Field Trip
Fall Semester 2018	Dream It, Be It Career Support for Girls

Project Timeline: September 1, 2018 – December 31, 2018

Report Deadlines:

Reports and invoices must be filed with: Harriet Happel
 Email: Harriett.Happel@canyons.edu

****ALL INVOICES MUST BE RECEIVED BY DISTRICT NO LATER THAN JANUARY 5, 2019 IN ORDER TO RECEIVE PAYMENT****

Contract Amount: Thirty-Eight Thousand Five Hundred Sixty-Six Dollars \$38,566.00

Invoices must be sent to: Santa Clarita Community College District
 26455 Rockwell Canyon Road
 Santa Clarita, CA 91355

Approvals and Signatures:

By the signatures of the authorized representatives below, the Parties agree to the terms and conditions set forth in this Exhibit, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the Santa Clarita Community College District and **William S. Hart Union High School District**, and binding upon the Parties without any further action by the Parties.

Contractor Authorized Representative:

Signature: Ralph Peschek
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 Date: 1/7/2019
 Print Name: Ralph Peschek
 Position/Title: CFO
 Phone: 661-259-0033
 E-Mail Address: rpeschek@hartdistrict.org

District Authorized Representative:

Signature: Jerry L. Buckley
59B493C6252C418...
 Date: 1/7/2019
 Print Name: Jerry L. Buckley
 Position/Title: Asst. Superintendent/VP, Academic Affairs
 Phone: (661) 362-3410
 E-Mail Address: Jerry.Buckley@canyons.edu