

111.D.4.5a



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, CA 90017

# Contract

**Bill To:**

Los Angeles Mission College  
Business Office  
13356 Eldridge Avenue  
Sylmar, CA 91342

**Vendor Address**

LOS ANGELES COUNTY OFFICE  
OF EDUCATION (LACOE)  
9300 IMPERIAL HIGHWAY  
DOWNEY CA 90242-2813  
(T)(562)803-8293

**Service(s) To:**

Los Angeles Mission College  
13356 Eldridge Avenue  
Sylmar, CA 91342  
(818)-364-7600

**Information**

**Contract Number** 4500216396  
**Contract Amount** \$ 0.00  
**Order Date** 08/12/2015  
**Vendor Number** 1003173  
**Payment Terms** Payment Due Net 30 days  
**Requestor/Phone**  
**Confirmed with** Dr. Mary Laihee/Freddy Saucedo  
**Start date** 08/31/2015  
**End date** 06/30/2016

**Contract # must be referenced on all correspondence.**

Fund Center   Comm Item   Fund Center   Comm Item

## AGREEMENT FOR CONTRACT EDUCATION SERVICES

**PARTIES:**

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
("District")

THE ORIGINAL OF THIS DOCUMENT  
FULLY EXECUTED AND APPROVED  
IS ON FILE IN THE REGIONAL  
OFFICE OF THE DISTRICT OFFICE OF THE  
LOS ANGELES COMMUNITY COLLEGE  
DISTRICT (VALLEY COLLEGE).  
This copy contains the signatures  
of the authorized parties.

By: Los Angeles Mission College  
13356 Eldridge Avenue  
Sylmar, CA 91342-3245  
Attn: Louis Zandalasini  
818-364-7849  
("College")

10/15/15

LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 IMPERIAL HIGHWAY  
DOWNEY, CA 90242-2813  
Attn: Dr. Mary Laihee/Freddy Saucedo  
562-803-8203/562-922-6850  
("Client")

**TYPE OF CLASS:**

**Credit Class**

Number of academic credit units per student  
for completion of each class: 2 and 4

**DESCRIPTION OF CLASS:**

Culinary Art 060 Culinary Orientation & Techniques (4 Units)  
Culinary Art 050 Safety & Sanitation (2 Units)

**COMPENSATION:**

See Attachment A



DATE: 08/12/2015

TERM: The period of this agreement shall be from 08/31/2015 to 06/30/2016, inclusive, unless sooner terminated as provided herein.

### RECITALS

WHEREAS, the District is authorized by Section 78020 of the California Education Code to contract with a public or private entity for the purpose of providing instruction or services or both; and

WHEREAS, the staff of the District is experienced and qualified to conduct the instructional services provided herein;

WHEREAS, the Client desires such services from the District;

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. **SERVICES OF THE DISTRICT.** The District shall perform the following services as applicable during the term of this agreement:

#### Credit Classes

- (a) Provide classes in conformance with Title 5 of the California Code of Regulations, hereinafter referred to as the Credit Classes, in the subject set forth above during the period of this agreement; to be arranged in accordance with a schedule to be determined between the Client and the College.
- (b) Provide the number of units of academic credit to each student who successfully completes each Credit Class as set forth above.

#### Noncredit Classes:

Provide noncredit classes in conformance with Title 5 of the California Code of Regulations, hereinafter referred to as the Noncredit Classes, in the subject set forth above during the period of this agreement; to be arranged in accordance with a schedule to be determined between the Client and the College.

#### Not-For-Credit Classes:

- (a) Provide not-for-credit classes in conformance with Title 5 of the California Code of Regulations, hereinafter referred to as the Not-For-Credit Classes, in the subject set forth above during the period of this agreement; to be arranged in accordance with a schedule to be determined between the Client and the College.



(b) Develop the customized curriculum for the Not-For-Credit Classes, and assess the skills of the Client's employees and clientele for placement in the Not-For-Credit Classes.

2. **COMPENSATION.** For the services provided by the District pursuant to this agreement, the Client shall pay the District an instructional fee set forth in Attachment A.
3. **PAYMENT.** Payment shall be made within thirty (30) days of receipt of invoice(s) from the District, and shall be in the form of a check made payable to the Los Angeles Community College District and mailed to the Office of the Controller, 6th Floor, Los Angeles Community College District, 770 Wilshire Boulevard, Los Angeles, California 90017.
4. **FACILITIES.** The Classes shall be conducted in secure classroom facilities satisfactory to the District, and shall, at District's option, be provided by the Client, at no cost to the District.
5. **STUDENT ENROLLMENT FEES.** Except as otherwise provided herein, an enrollment fee, at the rate specified by the Education Code, shall be paid by each student upon enrollment in classes for all units in which the student is enrolled, and for which such a fee is required by the State of California,

Except as otherwise provided herein, non-resident students shall pay non-resident tuition fees in the amount set by the governing board of the District, upon enrollment in the Classes, in addition to the enrollment fees set forth above.

6. **ENROLLMENT PROCEDURE.** Enrollment and registration procedures shall be conducted at the Client's facility, or other agreed upon location, by the administration and staff of the College. Students enrolling in the Classes shall complete, in entirety, the College Application for Admission, the Permit Form, and the Directory Card. All students enrolling in the Classes offered in accordance with this agreement shall comply with the Standards of Student Conduct established by the District's Board of Trustee, and are subject to the Student Discipline Procedures established by said Board. Classes which generated student full-time equivalencies (FTES) shall be open to the public.
7. **INDEMNIFICATION/LIMITATION OF LIABILITY.**

(a) Indemnification/Limitation of Liability by the District

The District shall hold harmless, and defend and indemnify the Client, its employees, and agents and representatives from and against all liability on account of, or arising from, the wilful misconduct or gross negligence of the District or persons acting on behalf of the District, related to the performance of the services specified herein. Notwithstanding the forgoing, the parties agree that in no event shall the District be liable for any loss to Client's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Client's exclusive remedies against the District.

(b) Indemnification/Limitation of Liability by the Client

The Client shall hold harmless, and defend and indemnify the District, its Board of Trustees, officers, employees, agents and representatives, for any death or injury of any person arising in the



performance of the services specified herein, provided that the death or injury is caused by the condition of the Client's premises, improvement on said premises, or any act, error or omission committed by Client, Client's employees, representatives, or contractors.

8. **INDEPENDENT CONTRACTOR.** With regard to the services hereunder, neither party shall be deemed to be an officer, agent, partner, joint venturer, or employee of the other.
9. **ASSIGNMENT.** Neither party shall assign this agreement or any part thereof without the written consent of the other party.
10. **TERMINATION.** This agreement may be terminated by either party for any reason upon 30 days' prior written notice of termination to the other party, and immediately by the District upon breach of any material item by the Client.

#### 11. **INSURANCE.**

##### (a) District Insurance

Without limiting Client's indemnification of the District as set forth in section 7 of the Agreement, the district agrees to procure and maintain, at its sole expense, for the duration of the agreement, insurance coverage for bodily injury, death, or property damage caused by the acts or omissions of the District's employees, arising in the performance of the services specified herein. Within ninety (90) days of the execution of this Agreement, the District shall provide proof of insurance to the client.

##### (b) Client Insurance

Without limiting District's indemnification of the Client as set forth in section 7 of the Agreement, Client shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section, and shall furnish to the District proof of insurance within ninety (90) days of the execution of this Agreement. The insurance shall include comprehensive bodily injury including death and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence. The policy so secured and maintained shall include personal injury, broad form; contractual or assumed liability insurance; and property insurance.

12. **NONDISCRIMINATION.** The Client hereby certifies that there shall be no discrimination in its hiring or employment practices because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. Client shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Client agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
13. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably



consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

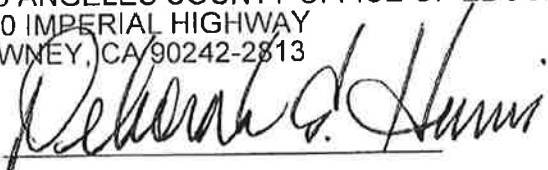
14. **AMENDMENT.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
15. **EQUAL OPPORTUNITY EMPLOYER.** Client, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
16. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
17. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
18. **SEVERABILITY.** The Client and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.



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

**CLIENT**

LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 IMPERIAL HIGHWAY  
DOWNEY, CA 90242-2813

By: 

for Name: Deborah C. Harris

Title: Assistant Director, Administrative Services

Date: 9/28/15

**DISTRICT**

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
By: THE BOARD OF TRUSTEES OF  
THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: 

Name: Daniel Villanueva  
Title: Vice President of Administrative Services  
Los Angeles Mission College

Date: 9/17/15



**Attachment A**  
**COMPENSATION AND TERMS OF PAYMENT**

Compensation to College: A total of \$119,068.00 during the above period of services.

Broken down as follows:

Fall 2015 - \$54,955  
Winter 2016 - \$9,159  
Spring 2016 - \$54,954

Camp Gonzales: Fall 2015 - CulArt 060; Spring 2016 - CuArt 060

Camp Scott: Fall 2015 - CulArt 060; Winter 2016 - CulArt 050; Spring 2016 CulArt 060

Camp Scudder: Fall 2015 - CulArt 060; Winter 2016 - CulArt 050; Spring 2016 - CulArt 060