COSMETOLOGY TRAINING AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 1976, between the Santa Barbara Community College District of Santa Barbara County, State of California, hereinafter called the "District" and Setser-Goatley Beauty Colleges, hereinafter called the "Contractor."

WITNESS ETH

WHEREAS:

(a) The District through Santa Barbara City College intends to provide a vocational education program for the benefit of selected, eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational Education Act, as amended, through this agreement with the Contractor in order to prepare such students for the vocation of licensed cosmetologist; and

(b) The District also intends to enroll no more than thirty (FTE) students in this program per year. Also understood is that each student may select to take training from any of the beauty training schools in the District; however, the District guarantees no set number of students to this or any contractor; and

(c) The Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a certificate and license as a school of cosmetology under the provision of Section 7391 of the Business and Professional Code of the State of California; and

(d) The Contractor represents that each instructor of the Contractor
in this program possesses a valid license to teach, issued by the State Board of Cosmetology, and a valid teaching credential issued by the California Community Colleges' Board of Governors; and

(e) The Contractor represents that its financial resources are adequate to insure operation for the duration of this contract and the Contractor operates on the basis of sound administrative policies and adheres to ethical practices and does not and shall not discriminate on the basis of race, color, religion or ancestral origin; and

(f) The Contractor represents that its physical facilities meet requirements of State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

(g) The Contractor represents that it maintains current, accurate records of student attendance and progress and consents to inspection by authorized representatives of the District, California Community Colleges' Board of Governors, Bureau of Readjustment Education, and the State Board of Cosmetology; and

(h) The Contractor represents that it is free of any pending or existing proceedings against its license or that of any of its instructors; or in the alternative, that it can show to the satisfaction of the District by way of written evidence that such proceedings are without merit and will be disposed of in favor of the licensee; and

(i) The Contractor represents that the rate charged hereunder does not exceed the tuition it charges its private students.

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:
1. All the above recitals are true and correct.

2. The Contractor shall provide instruction, training, facilities, equipment, supervision and other services for no more than thirty (FTE) students per year (or in continuous training at any one time) authorized by the District, to the extent of 1,600 hours of approved cosmetology instruction per student for said number of students at the Contractor’s schools in the Santa Barbara Community College District. The 1,600 hours of instruction for such students shall be given in a proportionate manner over a period of three college semesters, or two college semesters and a summer session. Instruction shall be offered a minimum of 32 hours per week but no more than 40 hours per week. All students shall be under the direct supervision of licensed cosmetology instructors with a valid credential for community college services in the area taught. Should it become necessary for a District student (or students) to transfer to the Contractor from another Santa Barbara County beauty school, the Contractor agrees to validate such credit for student(s) at the former school.

3. The 1,600 hours of instruction shall be in accordance with applicable requirements of the State Board of Cosmetology for admission to examination for a certificate of registration and license as a cosmetologist including performance testing classes and services in preparation for the State Board examination, and the curriculum shall include theory and procedures in the six major operations as follows:

   (1) Facials                         (4) Tints, dyes and bleaches
   (2) Manicures                      (5) Permanents
   (3) Scalp Treatments               (6) Hair styling and hair cutting

4. The Contractor further assures the District that any student who completes 1,600 hours of training and who has not had the minimum training
and preparation hours required for certification to take the examination for a certificate of registration and cosmetology license due to a deficiency in one or more areas of required expertise, shall receive such services, training and preparation as may be necessary forthwith, at no cost to either the student trainee or the District.

5. The District shall accept the 1,600 Contractor hours of cosmetology training as partially satisfying the requirements toward the Certificate in Cosmetology, and, in addition, will provide such other courses as are necessary to fulfill all requirements for the Certificate. The District will also provide Continuing Education curriculum for those students who wish to take non-credit classes.

6. The Contractor shall provide all necessary instructional materials for each of the students covered by this agreement, including:

   (1) All necessary supplies

   (2) Kit, implements, and text*

7. The student is responsible to provide his/her own uniform, shoes, and textbooks.

8. The District shall pay to the Contractor on a monthly basis, 0.625 cents per hour for each student attendance hour certified to the District for attendance during the preceding month at the Contractor's places of instruction, who is in good standing at the College. The Contractor may not charge additional tuition for any training not included under this contract.

9. The Contractor shall not be reimbursed for more than 1,600 hours of instruction for any one student.

*Non-consumable kit can be purchased for $150.00, or used for the duration of the program by putting down a refundable deposit of $50.00.
10. The Contractor agrees to accept new students at the beginning of each semester and summer session, provided that no more than thirty (FTE) trainees are in training at any one time and, also provided that the District is not obligated to pay more than 0.625 cents per hour, times 1,600 hours, times number of trainees during any successive combination of three semesters or two semesters and one summer session.

11. The Contractor shall submit and certify monthly statements and billings to Santa Barbara City College, 721 Cliff Drive, Attention: Assistant Dean, Occupational and Career Education, at the end of each month for which Contractor instruction is given including a daily tally of training attendance hours by individual student enrollment.

12. The District shall provide the normal administrative functions, including admissions, counseling, registration, achievement records, and awarding of Completion Certificates, comparable to those maintained for any student of the District; along with those administrative functions required of the Contractor.

13. The Contractor will obtain and maintain, at the expense of the Contractor, all Workmen's Compensation Insurance required by law for employees in the operation of this program.

14. The Contractor shall indemnify and save harmless the District, its officers, agents and employees from all loss, cost, expense, claims, or liability for injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement.

15. The Contractor, in order to protect the District, the Board of Governors of the California Community Colleges, and the State of California's
agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement an insurance policy in the amount of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per person and THREE HUNDRED THOUSAND DOLLARS ($300,000) per accident, and property damage insurance of not less than TEN THOUSAND DOLLARS ($10,000) per accident, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said policy of insurance shall expressly name the District, the Board of Governors of the California Community Colleges, and the State of California and their agents, employees and officers as an additional insured. A copy of said policy shall be at all times furnished to the District herein.

16. The Contractor shall also indemnify, save harmless, and, upon the request of the District, come in and defend the District, the Board of Governors of the California Community Colleges, and the State of California and their agents, employees and officers against all loss, cost, expense, claims, or liability arising out of or alleged to arise out of the making, performance or operation of this agreement.

17. This agreement shall become effective with the Fall Semester, 1976-77, and shall be reviewed periodically by the parties hereto, and not less than one year from the date of execution hereof. Any amendments or adjustments reasonably necessary shall be made from time to time by mutual agreement.

18. Notwithstanding anything to the contrary, the District and Contractor reserve the right to terminate this agreement at the end of any semester or summer session by giving sixty days prior written notice.
19. Any notice given under this agreement shall be deemed given when personally served upon the Superintendent of the District or upon the owner of the Beauty Schools, or when deposited in the mails in Santa Barbara County in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT: Santa Barbara Community College District
Attention: Superintendent/President
721 Cliff Drive
Santa Barbara, California 93109

TO CONTRACTOR: Setser-Goatley Beauty Colleges
Attention: Mr. Lee Setser
5708 Hollister Avenue
Goleta, California 93017

20. This contract shall be in force for a period of one year beginning August 2, 1976, and ending August 1, 1977.

21. This contract is subject to the approval of the California Community Colleges Chancellor's Office.

22. The Contractor shall be in compliance with the Civil Rights Act of 1964, Title 9 of the Higher Education Act of 1972, the U.S. Presidential Executive Order 11246 and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By
David K. Shelver
Assistant Superintendent
Business Services

SETSER-GOATLEY BEAUTY COLLEGES

By
Everett L. Setser

APPROVED AS TO FORM:

By
D. V.
COUNTY COUNSEL