

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CYTOSPORT, INC.

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is seeking approval from the Board for the formalization of the training program set up with CytoSport, Inc., by Workforce Development & Continuing Education (WDCE).

The training program will concentrate on teaching ESL to employees of CytoSport, Inc. Karen Lowe will instruct the employees for one hour each Tuesday and Thursday for a total of 24 hours. Classes will be held at CytoSport, Inc. in Benicia, California.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development and Continuing Education (WDCE).

It is our recommendation that the Governing Board approve the Agreement as attached.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3,900 (revenue)  
BOT 2013-14 Goal: #3

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Thomas Watkins, Interim Dean  
Workforce Development & Continuing Education

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7140

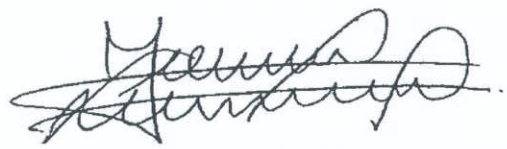
TELEPHONE NUMBER

Administration

ORGANIZATION

May 9, 2014

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

May 9, 2014  
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT  
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **CYTOSPORT, INC., 4795 Industrial Way, Benicia, CA, 94510** hereinafter referred to as "CytoSport, Inc."

**WHEREAS**, CytoSport, Inc. desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide customized English as Second Language (ESL), training for CytoSport, Inc. employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 24 hours of training, in 12 weeks of two hours each week. Training will be held at CytoSport, Inc., 4795 Industrial Way, Benicia, CA 94510. Training will be on Tuesdays and Thursdays from 3:00-4:00 p.m., from April 1, - June 20, 2014. Successful employees that complete this training will receive a Certificate of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. CytoSport, Inc. will identify all employees who will participate in training.
- D. CytoSport, Inc. will compensate the District for all services rendered and expenses at a rate of three-thousand nine hundred dollars and no cents (\$3,900.00). The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by CytoSport, Inc. to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that CytoSport, Inc. and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to CytoSport, Inc. and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, CytoSport, Inc., its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of CytoSport, Inc. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for



damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CytoSport, Inc. will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of CytoSport, Inc. under this Agreement or of any persons directly or indirectly employed by, or acting as agent for CytoSport Inc., but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve CytoSport, Inc. from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of CytoSport, Inc. operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

H. CytoSport, Inc. agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of CytoSport, Inc.'s non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

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Robin Sinni  
Human Resources Manager  
CytoSport, Inc.  
Benicia, CA 94510

Date \_\_\_\_\_

\_\_\_\_\_  
Thomas Watkins  
Interim Dean of WDCE  
Solano Community College  
Fairfield, CA 94533

Date \_\_\_\_\_

\_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
Solano Community College  
Fairfield, CA 94533

Date \_\_\_\_\_