

AGREEMENT

This AGREEMENT is made and entered into this November 9, 2005 by and between

Ivy West Educational Services, Inc.  
411 Borel Avenue, Suite 512  
San Mateo, CA 94402

Hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE  
43600 Mission Boulevard  
Fremont, CA 94539-0390  
(510) 979-7950

Hereinafter called the District.

WITNESSETH

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services pursuant to this agreement; and

WHEREAS, the District desires the services of the Contractor;

The parties agree as follows:

1. The period of this agreement covers Community Education classes to be conducted from February 25- March 25, 2006.
2. The contractor shall conduct the following seminars:

Course Title: SAT I Preparation Workshop (20 Hours)  
Date and Time: Saturdays, February 25, March 4, 11, 18, 25. 1 – 5 PM.  
Location: Ohlone College, Fremont, Room 2202

The Contractor shall provide all instructional activities including instructor, all classroom materials, handouts, and preprinted fliers. The course outline shall require prior review and the approval of the Dean of Entrepreneurial Programs. The Contractor is responsible for rendering the following instructional and administrative services:

- a) Hire the appropriate instructors for all of the contracted workshops.
  - b) Assure the 20-hour program will include practice and ~~pre and post~~ diagnostic exams. *one*
  - c) Provide all supplemental appropriate SAT textbooks and other instructional guides:
    - The Ivy West Verbal Course Book
    - The Ivy West Math Course Book
    - Practice Homework Problems
    - The Ivy West Priority Word List
    - The Ivy West Word Groups
    - Practice SAT
4. The Contractor may do marketing, including but not limited to:
    - Preprinted fliers (with Ohlone disclaimer);
    - Contractor shall pay all costs associated with flier production and mailing (Ohlone College's nonprofit mailing permit will not be used).

5. The District shall provide the following:
  - Classroom facilities
6. All student registrations shall be made through the District Community Education Office.
7. The seminar will be conducted only if the following enrollment requirements are met:
  - Minimum enrollment required for seminars to be held is 12 (or a mutually agreed upon number if less than 12).
  - Maximum enrollment is determined by size of classroom.
  - Minimum number of paid enrollments must be received in the Community Education office five business days prior to the seminar or the seminar will be canceled.
8. The District shall pay the Contractor for services rendered no more than \$2,900 per 20 hour section. Seminar fees per student shall be \$290.00. **Payment shall be made by the District after the completion of each seminar upon the submittal of an invoice, roster sheet, and instructor evaluation packet to the District approved by the Dean of Entrepreneurial Programs.**
9. The District shall not be liable to the Contractor for personal injury or property damaged sustained by her/him in the performance of this contract, whether caused by herself/himself, the District, its officers, agents or employees, or by any third person.
10. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account, or arising from, the negligent acts or omission of the Contractor in the performance of the services herein provided.
11. While performing service hereunder, the Contractor is an independent Contractor and not an officer, agent, or employee of the District.
12. We reserve the right to cancel this offering at our discretion.
13. Neither party shall assign this agreement nor any part thereof without the written consent of the other party.

WITNESS the parties hereto the day and year first above written.

-Contractor-

-District-

On behalf of Ivy West Educational Services, Inc.

On behalf of the Ohlone  
Community College District

By Brian Conner  
Brian Conner  
Associate Director

By Leta Stagnaro  
Leta Stagnaro  
Dean, Entrepreneurial Programs

Date 10/27/05

Date 10/26/05