

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Gari Browning CONSENT

DATE: December 10, 2008

SUBJECT: Ratification of Community Education Agreements

The following Community Education Agreement is presented to the Board of Trustees for ratification:

Agreement with:	Dates	Class Description
A+ Tutoring and Test	10/17/08 thru 10/30/09	SAT Preparation and ACT Preparation

RECOMMENDATION

The President/Superintendent recommends that the Board of Trustees ratify the above listed Agreement.

AGREEMENT

This AGREEMENT is made and entered into this October 17, 2008 by and between

A+ Tutoring & Test Prep Co.
P.O. Box 984
Novato, CA 94948
(415) 250-8362

Hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE
Community Education
39399 Cherry Street
Newark, CA 94560
(510) 742-2303

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 January 1, 2009 to December 31, 2009.
2. The contractor shall conduct the following seminars:

Course Title: SAT Blitz Workshop (6 Hours)
Date: Saturday, January 17
Time: 9:00 to 3:30
Location: NOC 1100

Course Title: SAT Preparation Workshop (20 Hours)
Date: February 16, 17, 18, 19, 20
Time: 8:30 to 12:30
Location: NOC 1100

Course Title: ACT Preparation Workshop (18 Hours)
Date: Saturday, May 16, 23, 30
Time: 9:00 to 3:30
Location: NOC 1100

Course Title: SAT Preparation Workshop (20 Hours)
Date: Saturday, August 29, September 12, 19, 26
Time: 9:00 to 2:30
Location: NOC 1100

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 Manager 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 that all test preparation programs (SAT and ACT) will include pre and post diagnostic exams with feedback and review.
 - c) Provide all supplemental appropriate SAT textbooks, handouts, and other instructional guides:
 - Practice Homework Problems
 - Recommended vocabulary word list
 - Practice SAT/ACT Exams
 - Review and discuss diagnostic score reports
 - d) The Contractor will make efforts to keep with the green mission of the college and will implement paperless instructional strategies and practices when appropriate.
4. The Contractor may do marketing, including but not limited to:
 - Preprinted fliers (with Ohlone disclaimer and Logo);
 - Contractor shall pay all costs associated with Contractor's flier production and mailing (Ohlone College's nonprofit mailing permit will not be used).
 - Contractor must seek approval by the Manager of Entrepreneurial Programs prior to distributing flyers.
 5. The District shall provide the following:
 - Classroom facilities
 - The Cracking the SAT (Princeton Review) Course Book for SAT Preparation
 - The Cracking the ACT (Princeton Review) Course Book for ACT Preparation
 - Laptop computers for practice tests and classroom use
 6. All student registrations shall be made through the District Community Education Office.
 - No promotional discounts will be made or offered to participants
 7. The seminar will be conducted only if the following enrollment requirements are met: **10 students**.
 - Minimum enrollment required for seminars to be held is 10 (or a mutually agreed upon number if less than 10).
 - Maximum enrollment for the program shall not exceed 25 without permission from the contractor.
 - 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 \$1620 per 18 hour sections of ACT Test Preparation. Seminar fees per student shall be set at \$235.00. **Payment for each ACT Seminar shall be made by the District. Payment of the balance due shall be made within 15 days after the completion of each seminar upon the submittal of an invoice, roster sheet, and instructor evaluation packet to the District approved by the Manager of Entrepreneurial Programs.**
 9. The District shall pay the Contractor for services rendered no more than \$1,800 per 20 hour sections of SAT Test Preparation. Seminar fees per student shall be \$255.00. **Payment for each SAT shall be made by the District. Payment of the balance due shall be made within 15 days after the completion of each seminar upon the submittal of an invoice, roster sheet, and instructor evaluation packet to the District approved by the Manager of Entrepreneurial Programs.**
 - 10.
 11. The District shall pay the Contractor for services rendered no more than \$540 per 6 hour sections of SAT Blitz Test Preparation. Seminar fees per student shall be \$125.00. **Payment shall be made by the District within 15 days after the completion of each seminar upon the submittal of an invoice, roster sheet, and instructor evaluation packet to the District approved by the Manager of Entrepreneurial Programs.**
 12. The District shall not be liable to the Contractor for personal injury or property damage 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.
 13. The Contractor shall not be liable to the District for personal injury or property damage sustained outside of the assigned classroom at any time, or inside of the assigned classroom at any time except during the Contractor's

scheduled time of use in the performance of this contract, whether caused by the students, the District, its officers, agents or employees, or by any third person excepting the Contractor's employees.

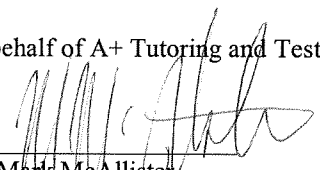
14. The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, its officers, its employees, and representatives from and against all liability, loss, cost, and obligation on account, or arising from, the negligent acts or omission of the Contractor in the performance of the services herein provided.
15. While performing service hereunder, the Contractor is an independent Contractor and not an officer, agent, or employee of the District.
16. The contractor reserves the right to cancel this agreement after one or more seminars are canceled or if payments by the District are not timely.
17. We reserve the right to cancel this offering at our discretion.
18. 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-

On behalf of A+ Tutoring and Test Prep Co.

By


Mark McAllister
Chief Executive Officer


Date

10/31/08

-District-

On behalf of the Ohlone
Community College District

By


Dr. Leta Stagnaro
Vice President, Newark-Ohlone Center

Date

11/12/08