

Budget Project No: _____

PERALTA COMMUNITY COLLEGE DISTRICT
Agreement for Contract Instruction

EXCLUSIVE CONTRACT CLASS AGREEMENT
(For Company/Agency Designees Only)

 X CREDIT
 NOT-FOR-CREDIT

Agreement No: _____
Date: July 24, 2014

The PERALTA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "the DISTRICT" and Alameda Unified School District, hereinafter referred to as "the RECIPIENT" mutually agree as follows:

1. The DISTRICT represents that it is a public postsecondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for college credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the postsecondary level in the subject area specified.

2. Class Offerings

The class offerings under the terms of this contract shall be:

Course Dept/Title(s): LRNRE 264, Independent Living skills, 2 units, Michal Post, code 43018
LRNRE 266, Preparing for Employment, 2 units, Michal Post, code 44428
LRNRE 279, Communication Strategies, 2 units, code 43015

Course Section No(s): see above

Units: see above

Maximum Class Size: N/A Minimum Class Size: N/A

Instructor: see above

Class Schedule (Dates/Time): 8/18/14-12/12/14

 LRNRE 264, Independent Living Skills 9:00 – 9:50, MW

 LRNRE 266, Preparing for Employment 10:00 – 10:50, MW

 LRNRE 279, Communication Strategies 11:00 – 11:50, MW

Total instructional hours for the class: _____

The location for the class shall be:

College of Alameda

555 Ralph Appezato Memorial Parkway, Alameda, CA 94501

3. Instructional Cost and Payment Schedule

Cost: The class offerings that are the subject of this Agreement shall be for the exclusive benefit of the RECIPIENT, shall be open to its designees only, and the DISTRICT shall not receive any State support for the class. In consideration of the instructional and related services provided by the DISTRICT, the RECIPIENT agrees to pay the DISTRICT:

Custom-Designed Class:

\$ _____ per hour X _____ hours, for a total of \$ _____ and/or

Standard Class:

\$ 150.00 per hour X 105 hours, for a total of \$ 15,750.00

Total Amount of Instructional Cost \$ 15,750.00

4. Facilities Use (Check provision that is applicable):

 4.1 Facilities shall be provided by the RECIPIENT to conduct the program specified herein and they shall meet the requirements of State and local safety and health regulations during the term of the Agreement. Equipment and duplicating services necessary for the presentation of the program shall be furnished by the RECIPIENT and shall be adequate and suitable for the program operated and the number of participants in attendance, unless otherwise agreed to as indicated below:

 X 4.2 The DISTRICT shall provide appropriate classroom facilities for each class session (and for a reasonable time before and after each class session) at the location described in paragraph 2, together with the following equipment and special services:

Amount of Facility Fee \$ 0

5. Student Fees

In addition to the above stated costs, the following fees are payable by participants (students) enrolling in the class specified above. These fees are to be paid to the DISTRICT prior to or at the time of registration and shall be paid by the RECIPIENT or student as indicated below:

- 5.1 California Education Code and Peralta Community College District policy states that an applicant, regardless of age, who has not established legal residence in California will be considered a "non-resident" and subject to a tuition fee of \$172 per semester unit.*
- 5.2 An enrollment fee of \$20 per semester unit is WAIVED for contract education students provided the total costs of conducting the course are paid by a public or private agency or corporation with which the district is contracting and the student contact hours and FTES are not reported for state apportionment purposes.*

*Note: All fees are subject to legislative change and students are subject to the fees in effect at the time of enrollment.

6. **Payment Terms**

The RECIPIENT shall pay the DISTRICT for instructional and facility costs, if applicable, as set forth below:

- A) Total Payment of \$ 15,750.00 due upon invoicing
- B) 1st Installment of \$ _____ due _____
- C) 2nd Installment of \$ _____ due _____
- D) Final Installment of \$ _____ due _____

Payments shall be made payable to the Peralta Community College District, Office of Accounts Receivable, 333 East 8th Street, Oakland, CA. 94606.

7. **Cancellation**

- 7.1 The DISTRICT retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class.
- 7.2 The RECIPIENT retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class. If the RECIPIENT cancels a class, it shall pay the DISTRICT the sum of 20 percent of the total contract, or \$ _____, within 10 days of cancellation.

8. **Attorney's Fees**

If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereof, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled.

9. General Provisions

This Agreement may be amended in writing by mutual agreement of the parties hereto. All written notices, reports, and other written communications under this Agreement shall be deemed effective upon personal delivery or upon deposit in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:

Michael Orkin
Vice Chancellor, Educational Services
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
Phone (510) 466-7311

TO RECIPIENT:

Barbara E. Adams
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Phone 510-337-7095

The parties represent that all operations of the parties' businesses are and will continue to be conducted in compliance with Title VI and VII of the Civil rights Act of 1964, Title IX of the Higher Education Act of 1972, the Privacy Rights of Parents and Students Act of 1974, the Americans with Disabilities Act of 1990, and all applicable local, state, and federal health and safety regulations.

DISTRICT shall indemnify, defend, and hold RECIPIENT harmless against any negligent act arising from an act or acts of DISTRICT employees participating or functioning in the educational experience program herein provided.

RECIPIENT shall indemnify, defend, and hold DISTRICT harmless against any negligent act arising from an act or acts of RECIPIENT employees assigned directly in the educational experience program herein provided.

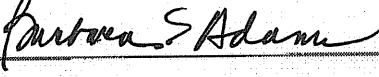
It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of the Peralta Community College District, or any of the officers or employees thereof by virtue of this Agreement.

RECIPIENT:

Alameda Unified School District
Agency/Organization Name

By: Assistant Superintendent of Educational Services
Print Title

Barbara E. Adams
Print Name



Signature

8/11/14
Date

College: College of Alameda

By: Vice President of Instruction

Tim Karas
Print Name


Signature

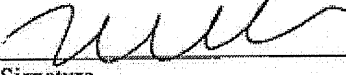
8/4/2014
Date

DISTRICT:

Peralta Community College District

By: Vice Chancellor, Educational Services
Print Title

Michael Orkin
Print Name


Signature

8/4/14
Date

By Chancellor (Required only if total
contract exceeds (\$100,00))

Print Name

Signature

Date