

Budget Project No: 5028.

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: May 24, 2024

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, code 40680
LRNRE 279, Communication Strategies, 2 units, code 40679
LRNRE 264, Independent Living skills, 2 units, code (to be assigned)
LRNRE 279, Communication Strategies, 2 units, code (to be assigned)

Course Section No(s): see above Units: see above

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

Instructor: Maria Brown

Class Schedule (Dates/Time):

Fall 2024 8/19/2024-12/14/2024 LRNRE 264, Independent Living Skills, Mon 2:00-2:50 (online); Wed 10:45-11:30 (in person)

Fall 2024 8/19/2024-12/14/2024 LRNRE 279, Communication Strategies, Wed 11:40-1:30 (in-person); Th 2:00-2:50 (online)

Spring 2025 1/21/2025-5/24/2024 LRNRE 264, Independent Living Skills, Mon 2:00-2:50 (online); Wed 10:45-11:30 (in person)

Spring 2025 1/21/2025-5/24/2024 LRNRE 279 Communication Strategies, Wed 11:40-1:30 (in-person); Th 2:00-2:50 (online)

Total instructional hours for the class: 35 hours per class x 4 classes = 140 total instructional hours

The location for the classes 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:

\$_____ 200 _____ per hour X_____ 140 _____ hours, for a total of \$_____ 28000.00 _____

Total Amount of Instructional Cost \$_____ 28000.00 _____

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 \$ 28000.00 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: Tammeil Gilkerson
Chancellor
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
Phone (510)466-7311

TO RECIPIENT: Kirsten D. Zazo
Assistant Superintendent, Educational Services
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, Educational Services

Print Title

Kirsten D. Zazo

Print Name


Kirsten Zazo (Aug 21, 2024 21:25 PDT)

Signature

Aug 21, 2024

Date

DISTRICT:

Peralta Community College District

By: Chancellor

Print Title

Tammeil Gilkerson

Print Name


Tammeil Gilkerson (Aug 8, 2024 15:33 PDT)

Signature

Aug 8, 2024

Date

COLLEGE:

College of Alameda

By: College President

Melanie Dixon

Print Name


Melanie Dixon (Aug 8, 2024 09:31 PDT)

Signature

Aug 8, 2024

Date