

Contract Transmittal Form

Subject: The Sage Group: Expenditure

Initiator: None

Date: Monday, July 19, 2004

Addendum: No

To Vice President: 6/28/2004

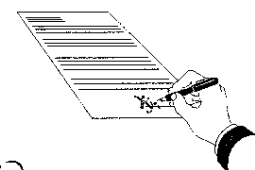
From Vice President: _____

To Vendor: _____

From Vendor: _____

Completed: 7/19/2004

*multi-year
12/21/04
Linda also
has a copy of
contract.*



Control 06-04-31	<i>A Gray</i>
----------------------------	---------------

Please review carefully the attached contract/agreement, then sign, recommending approval, or indicating concerns or recommended revisions. Return all copies to Finance and Administrative Services (FAS), Room W-35, for further processing.

Community & Economic Development

Signature: _____ Date: _____

Academic Affairs

Signature: _____ Date: _____

Finance & Administration:

Does this Agreement meet TBR/NSCC guidelines/policies:	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Provide for indemnification or hold harmless of the other party	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide that the colleges pay taxes of any nature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Provide for the payment of interest, penalties or late charges not in accordance with Tennessee Prompt Pay Act	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Contain any provision for default, commencement of legal proceeding or payment of attorney's fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. G-030 General Instructions on Form and Execution of Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. 1:02:02:10 Approval of Agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. 4:02:10:00 Purchasing Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. B-030 Procedures for Acquiring Data Processing Equipment/Software/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. 3:02:02:00 Policy on Use of Campus Property and Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. B-026 Lease Procedures and Guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does this Agreement require the Chancellor's approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does this Agreement require the approval of the Department of Finance and Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments and Recommendations: sent to TBR - concern is that it may

Signature: _____ Date: _____

appear to be laundering. TBR O.K'd. DS 7-19-04

AGREEMENT

THIS AGREEMENT is entered into as of 25th day of May, 2004 (effective date) by and between The Sage Group, LLC, a limited liability company formed under the laws of the State of Tennessee and having its principal office at #A-22, 229 Ward Circle, Brentwood, Tennessee (hereinafter Sage), and Nashville State Technical Community College, a state college formed under the laws of the State of Tennessee and having its principal office at 120 White Bridge Road, Nashville, Tennessee 37209 (hereinafter College).

RECITALS

- A. Sage provides courses of instruction, manuals, systems and instruction in a variety of subject areas of higher education
- B. College, an accredited institution of higher education, is willing to recognize credit toward its appropriate degrees for students enrolled at Nashville State Technical Community College upon successful completion of Sage courses that have been evaluated by the National Program on Non-Collegiate Sponsored Instruction and have received college-level credit recommendations.

ARTICLE I:

TERMS AND CONDITIONS

Term. This Agreement shall have a term of one year from the effective date set forth above, and shall be deemed to have been renewed annually for additional one-year terms unless either party notifies the other party in writing not less than one hundred twenty (120) days prior to the anniversary of the effective date that such party is terminating the Agreement. The maximum term of this agreement cannot exceed a total of sixty (60) months. Continuation of this agreement is subject to annual appropriation by the Tennessee General Assembly.

ARTICLE II: NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE OBLIGATIONS

2.1. College agrees to award transfer credit to Sage students toward the appropriate Nashville State Technical Community College degree, for students who have successfully completed the Sage courses set forth in Exhibit A to this Agreement, provided that any such course for which recognition of credit is sought has been evaluated by the National Program on Non-Collegiate Sponsored Instruction and has received a college-level credit recommendation. Students must be admitted and enrolled at Nashville State Technical Community College in order to receive the transfer credit.

2.2. College shall remit to Sage for courses taught by Sage, all course fees paid to College, by Sage students, less an administrative fee per student to be retained by College as set forth in Exhibit A. Such amounts shall be remitted to Sage within fifteen (15) days after the end of the calendar month in which such fees were received by College.

2.3. College agrees that Sage may advertise the existence of this Agreement, and the availability of Nashville State Technical Community College credit for the successful completion of the courses in question by Nashville State Technical Community College students, and may refer to Nashville State Technical Community College in such advertising. College will cooperate with Sage in developing marketing materials to be used in the promotion and advertising of the availability of Nashville State Technical Community College credit for successful completion of the courses in question by Nashville State Technical Community College Students. The use by Sage of any and all such material shall be subject to the prior written approval of College.

2.4. Nashville State Technical Community College faculty may conduct an annual review of all materials used by Sage in connection with the courses which are the subject of this Agreement, and Sage agrees to make any revision in such materials as may be required by College.

2.5. College will maintain on file the credentials and qualifications of all Sage faculty who are teaching the courses which are the subject of this Agreement.

2.6. College will provide Sage with quarterly reports of the number of Sage students who have been awarded College credit during the prior quarter. Sage will obtain written permission from Sage students allowing College to release the educational information to Sage.

2.7. Should this Agreement be terminated for any reason, any student enrolled in a Sage course which is the subject of this Agreement at the time of termination will be awarded appropriate credit by College for successful completion of the course.

2.8. College agrees to allow Sage to market courses offered by Nashville State Technical Community College. These courses may be delivered by Sage facilitators and must follow NSCC's approval process for staffing and course delivery. The courses will be eligible for awarding of credit as cited in Article II, 2.1. The use of any such marketing material by Sage is subject to the prior written approval of College.

ARTICLE III. SAGE OBLIGATIONS

3.1. Sage shall provide to College, and shall keep current monthly, a roster of the names and addresses of all Sage students who are enrolled in the courses which are the subject of this Agreement. College may use such roster for recruitment purposes.

3.2. All Sage faculty will possess the appropriate credentials and experience to ensure that the projected outcomes of each Sage course will be achieved. Sage will promptly provide to College the credentials and qualifications of all new Sage faculty who are teaching the courses which are the subject of this Agreement.

3.3. Sage will recommend Nashville State Technical Community College examinations to Sage students, and will encourage students to enroll in Nashville State Technical Community College.

3.4. Sage will not alter, add to or delete from the content of any course which is the subject of this Agreement without prior verification from the National Program on Non-Collegiate Sponsored Instruction that the proposed change would not adversely affect its credit recommendation.

3.5. Sage will not state, suggest or imply to any student or prospective student, or in any other manner or forum, that Sage is an accredited institution of higher education or that it has any relationship with College other than the relationship described in this Agreement.

ARTICLE IV. TERMINATION

4.1 Termination. Either party may terminate this agreement at any time by written notice of not less than one hundred twenty (120) days to the other party, stating the date on which termination is to take place.

4.2 Effect of termination.

4.2.1 Accrued obligations. Termination of this Agreement for any reason shall not release either party hereto from any liability which, at the time of such termination, has already accrued to the other party or which is attributable to a period prior to such termination, not preclude either party from pursuing all rights and remedies it may have.

4.2.2 Confidential information. Except as required by law, all confidential information shall remain the property of the disclosing party. Nashville State Technical Community College is a state institution and must comply with the Tennessee Open Records Act.

ARTICLE V. TRADEMARKS AND SERVICE MARKS

5.1 Ownership. Each party acknowledges that the other party owns various registered and unregistered trademarks and service marks, listed respectively in Attachment 1 hereto.

5.2 Use. Each party hereby grants to the other party the non-exclusive, limited right and license to use the other party's marks for the purposes of and during the term of this Agreement, but not thereafter, in connection with the using party's functions and obligations under this Agreement. Neither party shall acquire, or shall represent to others that it has acquired, any ownership rights in the marks of the other party. Each party agrees to use the other party's marks solely in the manner prescribed or consented to by the other party in writing.

ARTICLE VI. RECORDS AND INSPECTIONS

6.1 Records. Each party shall keep complete and accurate books of account and records for the purpose of determining the amounts of its financial obligations to the other party. The books, records and documentation of the contract insofar as they relate to work performed or money received under this contract, shall be maintained in conformity with generally accepted accounting principles. All such books and records shall be kept at a place or places of business in the United States, for a period of not less than four (4) years after the close of the period to which they pertain.

6.2 Inspection. All such records will be open for inspection by the other party or its designated representative during such four-year period, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the state Comptroller of the Treasury, or their duly appointed representatives, or a licensed independent public accountant. Each such inspection shall be at the expense of the party making it, unless otherwise provided herein.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

7.1 Representations. Each party represents to the other that it has the full right and authority to enter into this Agreement, and to grant the rights granted herein; and that there are no pending or threatened actions, suits or claims against it with respect to its right to enter into and to perform its obligations under this Agreement.

ARTICLE VIII. CONFIDENTIALITY

8.1 Confidential information. To the extent allowable by Tennessee law, except as expressly provided herein, the parties agree that, for the term of this agreement and for seven (7) years thereafter, the receiving party shall not publish or otherwise disclose to any third party, and shall not use for any purpose, except for the purposes of this Agreement, any information furnished to it by the other party pursuant to this agreement which if disclosed by the other party in tangible form is marked "Confidential" or with other similar designation to indicate its confidential or proprietary nature; or if disclosed orally is confirmed as confidential or proprietary by the party disclosing such information at the time of disclosure. Notwithstanding the foregoing, it is understood and agreed that confidential information shall not include information that, in each case as demonstrated by written documentation: was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure; was generally available to the public or part of the public domain at the time of disclosure; became generally available to the public or part of the public domain after its disclosure to the other party, and other than through any act or omission of the receiving party in breach of this Agreement; or was subsequently lawfully disclosed to the receiving party by a third party; or was developed by the receiving party without reference to any information or materials disclosed by the other party.

8.2 Permitted disclosures. Notwithstanding the provisions of Section 6.1 above, each party may disclose the other's confidential information to the extent necessary to comply with applicable statutes or governmental regulations. Prior to such disclosure, and to the extent it *may* legally do so, the disclosing party will give reasonable advance written notice to the other party of such proposed disclosure.

ARTICLE IX. INDEMNIFICATION

9.1 Indemnification. Neither party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this Agreement shall be construed as creating an obligation to indemnify the other party against that party's own negligence. Any and all claims against the State of Tennessee, including the Institution or its employees shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A., Section 9-8-301 et seq.

ARTICLE XI. MISCELLANEOUS

11.1 Independent contractors. Each party agrees that it will perform as an independent contractor under this Agreement, and not as an agent or employee of the other party. Nothing in this agreement is intended or shall be deemed to create a partnership or joint venture of any kind. Neither party shall have the authority to or shall attempt to bind or commit the other party for any purpose except as expressly provided herein.

11.2 Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11.3 Survival Beyond Termination. Any and all obligations arising under ARTICLE VI, ARTICLE VIII, ARTICLE IX and ARTICLE X shall survive the termination or completion of this Agreement.

11.4 Severability. If any provision hereof shall be held invalid, illegal or unenforceable, all other provisions hereof shall remain in full force and effect, and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible.

11.5 Third Party Beneficiaries. Nothing in this Agreement shall entitle any person to any rights as a third-party beneficiary under this Agreement.

11.6 Force Majeure. Neither party shall be liable for delay or failure of performance of any of its obligations under this Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such party, including, without limitation, acts of God, fire, flood, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, or labor disputes.

11.7 Assignment. Neither party may assign this agreement, or any part thereof, or any right or obligation herein conferred, without the prior written approval of the other party, which approval shall not be unreasonably withheld.

11.8 Entire Agreement. This document constitutes the entire agreement between the parties with respect to the subject matter hereof, and all previous agreements or discussions between the parties relating to the subject matter hereof are hereby superseded by this document.

11.9 Amendment. This Agreement, including all attachments hereto, may be modified only in writing signed by both parties.

11.10 Enforcement. This Agreement shall be deemed to have been made in the State of Tennessee, and shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to conflict of laws principles.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

ARTICLE XIII. NOTICES

Any notice or formal communication by one party to the other party required or permitted under this Agreement shall be in writing, and may be sent by facsimile transmission or electronic mail, provided that the original shall be delivered either in person or by United States Mail or a non-governmental carrier, and shall be received by the addressee no later than three (3) business days after delivery to the carrier. All such notices shall be directed and addressed as set forth below, or to such other notice addresses as the parties or either of them may subsequently designate in writing.

ARTICLE XIV: NONDISCRIMINATION

The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, and the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

FOR COLLEGE:

FOR SAGE:

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

The Sage Group, LLC

Nashville State Technical Community College

By: 

By: 

(Signature)

(Signature)

(Type name) RICHARD J FORD

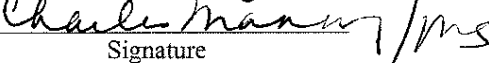
George Van Allen

(Type title) CEO

President

Approved By:

Tennessee Board of Regents -

By: 
Signature

(Type name)

(Type title) Chanelle

INVOICE DATE	DESCRIPTION	PURCHASE DATE	VOUCHER	INVOICE AMOUNT	DISCOUNT AMOUNT	AMOUNT PAID
12/21/04	CONTRACT		581443	53,900.00		53,900.00
TOTALS				53,900.00		53,900.00

VENDOR NO. S7215342580

CHECK DATE 12/21/04

CHECK NO. 12-327011

CHECK DATE
12/21/04



NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE
120 WHITE BRIDGE ROAD NASHVILLE, TN. 37209

87-1
640
CHECK NO.
327011 12-327011

PAY FIFTY-THREE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS *****

AMSOUTH BANK
Nashville, Tennessee

AMOUNT
**53,900.00

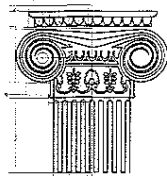
TO THE ORDER OF

THE SAGE GROUP
TECHNICAL COURSE PROCESS CTR
229 WARD CIRCLE, SUITE A-22
ATTN RICH FORD
BRENTWOOD TN 37027

VOID AFTER 180 DAYS

[Handwritten Signature]

⑈32701⑈ ⑈06400001⑈ ⑈1001729619⑈

**THE SAGE GROUP**sm

January 3, 2005

Kevin Poster
Vice President
Nashville State Community College
120 White Bridge Road
Nashville, TN 37209

Dear Kevin:

The Sage Group is privileged to establish a partnership with Nashville State Community College. Our goal is to help students grow through an educational opportunity provided by NSCC.

The Sage Group will be funding a program with NSCC in the following fashion:

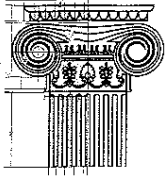
1. The first \$5000 will be an unrestricted donation to the NSCC Foundation. This will be paid January 1, 2005
2. The next \$5000 will be a restricted donation to the college restricted to purposes for which state funds and student fees are inappropriate. This will be paid February 1, 2005
3. \$3333 per month will be paid as a restricted donation to the college restricted to faculty and staff development and business office salaries. This will begin March 1, 2005 for the remainder of 2005. A portion of this amount will be used to develop on line courses for the targeted telecom industry.
4. \$1767 a month will go to a restricted scholarship fund for adult students who are not eligible for lottery scholarship or federal financial aid. This will begin March 1, 2005.
5. In addition to Number 4, periodically The Sage Group will make additional restricted scholarship money available. It is anticipated that this amount will be between \$25,000 and \$50,000 annually.
6. Each year this agreement can be renewed with modifications agreeable to both parties.

It is also understood that the funds going to scholarships will be additionally restricted to current or former students of The Sage Group or their family members. After two years the funds will be available to the general scholarship fund.

We look forward to a long and prosperous relationship with NSCC. Thank you for providing an excellent opportunity for people to grow and learn.

Sincerely,

Richard Q. Ford
President/CEO



THE SAGE GROUP

April 28, 2005

George H. Van Allen
President
Nashville State Community College
120 White Bridge Road
Nashville, TN 37209

Dear George:

Thank you for our telephone conversation. As we agreed, please accept this letter as my formal acceptance of your offer to extend the contract for another year. No amendments were requested; no amendments are suggested.

If I can be of further assistance, feel free to call.

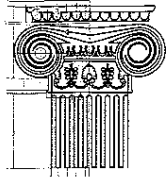
Sincerely,

Richard Q. Ford
President & CEO

Debra:

Dr. Van Allen found this in his files and asked me to forward to you.





THE SAGE GROUP sm

*Debra:
As you requested,
Thanks -
Debra*

April 28, 2006

George H. Van Allen
President
Nashville State Community College
120 White Bridge Road
Nashville, TN 37209

Dear George:

Thank you for our telephone conversation. As we agreed, please accept this letter as my formal acceptance of your offer to extend the contract for another year. However, I do recommend an amendment be fashioned to accommodate Sage students seeking to enroll in NSCC courses.

If I can be of further assistance, feel free to call.

Sincerely,

Richard Q. Ford
President & CEO

COPY



NASHVILLE
State Tech
COMMUNITY COLLEGE

TO: The Sage Group
229 Ward Circle, Suite A-22
Brentwood, TN 37027

Attn: Rich Ford

FROM: Debra Bauer
Finance and Administrative Services

DATE: Wednesday, November 15, 2006

SUBJECT: Addendum to Contract # 06-04-31

Enclosed are four copies of the contract between The Sage Group and Nashville State Community College. After all necessary signatures have been obtained, please send three copies to the address below and keep one copy for your records.

If you have any questions or require any further information, please contact Robin Huntsman at (615)353-3300 or robin.huntsman@nsc.edu.

Thanks