

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS
WORKSITE TRAINING AGREEMENT**

DATE: September 29, 2004

This agreement between **NUMMI** and the Ohlone Community College District confirms verbal arrangements the parties have made for the offerings described below:

1. Program Description

- 1.1 Course: Speech 101
- 1.2 Instructor: Elaine Henderson
- 1.3 Times/Dates: Monday, Wednesday, & Fridays
November 1 – December 22, 2004 (excluding November 26, 04)
1:30pm – 3:30pm, and 4pm – 6:00pm
- 1.4 Group Size: Maximum 30 per Session
- 1.5 Location: NUMMI, 45500 Fremont Blvd., Fremont CA
- 1.6 Program Manager: Bob LoBue, (510) 979-7942; FAX (510) 979-7956
Email: blobue@ohlone.edu

2. Consideration

The offering that is the subject of this Agreement shall be for the exclusive benefit of NUMMI and shall be open to its designees only. Ohlone College shall not receive any State support for the classes. In consideration for the instructional and related services provided by Ohlone College, NUMMI agrees to pay **\$16,200** as determined below:

- 2.1 Instruction, 108 hours @ \$150/hour.....\$16,200

3. Cancellation

- 3.1 Ohlone College retains the right to cancel a course offered under this Agreement no later than 7 days before the first meeting of the course. If Ohlone College cancels a course, NUMMI shall not be liable for any payments to Ohlone College.
- 3.2 NUMMI retains the right to cancel a course offered under this Agreement no later than 7 days before the first meeting of the course.

4. Additional Terms

- 4.1 NUMMI agrees not to contract independently with the Workforce Development trainer(s) for a period of one year after the completion of the training.

5. Notices

Any notice or correspondence required by this Agreement shall be delivered personally or by United States Mail, or Fax transmittal as follows:

For the institute:

Leta Stagnaro
Dean, Entrepreneurial Programs
Ohlone College
43600 Mission Blvd.
Fremont, CA 94539
(510) 659-7358, Fax: (510) 979-7956

For the Agency:

Tracy Wakefield
Manager, Organizational Development
NUMMI
45500 Fremont Blvd.
Fremont, CA 94538
(510) 498-5763, fax: (510) 770-4155

6. Invoices

Ohlone College will invoice the NUMMI upon commencement of the program, payable within 30 days.

7. Non-Discrimination

Neither party to the Agreement shall, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this Agreement.

8. Confidentiality

The Institute agrees that any information acquired by instructors during their assignment with NUMMI concerning the business practices, policies or operation of NUMMI will be treated as confidential and not available for publication or broadcast without specific prior written permission of NUMMI.

AGENCY

On behalf of NUMMI

By _____
Tracy Wakefield
Title: Manager, Organizational Development

Date: _____

INSTITUTE

On behalf of the Ohlone
Community College District

By _____
Leta Stagnaro
Title: Dean, Entrepreneurial Programs

Date: _____