

## AGREEMENT

THIS AGREEMENT is made and entered into on this December 8, 2004 by and between

Education To Go  
P.O. Box 760  
Temecula, CA 92593-0760

Hereinafter called the Contractor, and the

OHLONE COMMUNITY COLLEGE  
43600 Mission Boulevard  
Fremont, CA 94539-0390  
(510) 979-7950

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, 2005 through June 30, 2005.
2. The Contractor shall make available its computer and Internet online courses listed in the 2004-2005-course catalog.
3. The Contractor shall provide all instructional elements including the following:
  - A total of twelve (12) sets of written lecture notes available via the World Wide Web at the rate of two (2) per week for six (6) weeks
  - Interactive tutorials developed by the instructor and made available with lesson and assignments
  - A list of students who have met the requirements for a completion certificate
4. The Contractor may do marketing, including but not limited to :
  - Preprinted fliers (with Ohlone disclaimer)
  - Contractor shall pay all costs associated with flier production and mailing (Ohlone College's nonprofit mailing permit will not be used)
5. All student registrations shall be made through the District Community Education Office.
6. There will be no minimum enrollment required for any of the courses offered by the contractor.
7. Contractor agrees to waive its fee for any student who expresses, in writing, dissatisfaction with a course provided by the contractor.

8. Contractor hereby grants Ohlone College permission to use Contractor's name, qualifications and course descriptions in advertising or promotion. In addition, Ohlone College may list the Contractor's on-line courses in its catalog.
9. The district will pay the Contractor for services rendered from \$29 - \$199 per student, per course, as per price list. The district will make payments after completion of each class upon the submittal of an invoice to producing and delivering the course via the Internet. The student shall be responsible for the expenses of receiving the courses, including hardware, software, Internet access and telephone charges.
10. 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.
11. 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.
12. While performing service hereunder, the Contractor is an independent Contractor and not an officer, agent, or employee of the District.
13. Either party may cancel this offering with 30 days written notice.
14. Neither party shall assign this agreement or 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  
Education To Go

-District-  
On behalf of  
Ohlone Community College District

By \_\_\_\_\_

By \_\_\_\_\_  
Leta Stagnaro  
Dean, Entrepreneurial Ventures

Date \_\_\_\_\_

Date \_\_\_\_\_