

**OHLONE COLLEGE WORKFORCE DEVELOPMENT DIVISION  
WORKSITE TRAINING AGREEMENT**

DATE: January 6, 2005

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

1. Program Description

- 1.1 Course: Music 125
- 1.2 Instructor: Kent Reed and John Hettel
- 1.3 Times/Dates: January 19, 2005 – March 11, 2005  
(excluding 2/21/05)  
Monday, Wednesday, & Fridays  
1:30pm – 3:30pm, and 4pm – 6pm
- 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.cc.ca.us](mailto:blobue@ohlone.cc.ca.us)

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 **\$16,550** 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.  
(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

INSTITUTE

On behalf of NUMMI

On behalf of the Fremont-Newark  
Community College District

By \_\_\_\_\_  
Tracy Wakefield

By \_\_\_\_\_  
Leta Stagnaro

Title: Manager, Organizational Development

Title: Interim Dean, Workforce Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_