

**OHLONE COLLEGE ENTREPRENEURIAL PROGRAMS
WORKSITE TRAINING AGREEMENT**

May 15, 2008

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

1. Program Description

1.1 Courses: MATH-156 (54 hours) and CAOT-166 2 Dimensional AutoCAD (54 hours)

1.2 Instructors: Ohlone College staff

1.3 Times/Dates: June 2 to July 15, 2008

MATH-156: Mondays & Tuesdays, from 8:00am to 11:52am

CAOT-166: Mondays & Tuesdays, from 12:30 pm to 4:22 pm

Note: Meetings on Monday June 2nd and Tuesday June 3rd will be held in Hyman Hall 115 (Fremont Campus) due to facilities work scheduled for these dates at the Newark Center.

Sessions offered from June 9 through July 15 will be held at the Newark Center (NC1102)

1.4 Groups Size: Up to 6 students per course

1.5 Location: Ohlone College: Sessions on Monday, June 2, and Tuesday, June 3, will be held in HH-115 at the regular class time (see 1.3), 43600 Mission Boulevard, Fremont 94539, Hyman Hall, off Anza Boulevard, first floor, MATH-156 & CAOT-166 in Room HH118. All remaining class sessions from Monday, June 9, to Tuesday, July 15, 39399 Cherry St., Newark, CA, Newark Center for Health Sciences & Technology, off Mowry Avenue, first floor, Math-156 & CAOT-166 in Room NC1102.

1.6 Program Manager: Ron Quinta, Phone: 510-659-6024; FAX 510-659-6244; Email: rquinta@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 a total of \$25,300 as determined below:

2.1 2 Instructors One for MATH-156 and one for CAOT-166.....	\$8,100
(refer to attached course outlines)	
2.2 Computers fee.....	\$6,000
2.3 Software fee.....	\$6,000
2.4 Textbooks.....	\$2,000
2.5 Facility.....	\$3,200

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

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:
Dr. Ron Quinta,
Dean, Science, Engineering and Technology
Ohlone College
43600 Mission Blvd.
Fremont, CA 94539
510-659-6024; Fax: 510-659-6244

For the Agency:
Chinh Nguyen
Apprentice Coordinator
Engineering Technology Training Center
NUMMI
45500 Fremont Blvd.
Fremont, CA 94538
510-498-5628

6. Invoices

Ohlone College will invoice NUMMI on a monthly basis for work completed, 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 Chinh Nguyen
Chinh Nguyen
Title: Apprentice Coordinator

Date: 5-19-2008

INSTITUTE

On behalf of the Ohlone
Community College District

By Ron Quinta Joanne Scholtz
Ron Quinta Joanne Scholtz
Title: Dean, Science, Eng. Tech. Dean of Business Services

Date: 5/27/08