

The Learning Oasis – Milpitas Adult Education (MUSD)
GENERAL TERMS AND CONDITIONS FOR INSTRUCTOR LED PROGRAMS

This agreement is made between Milpitas Adult Education and The Learning Oasis to provide training and education support for training programs for the 2016/2017 school year. The term of the contract will be for one year. At the end of the one year term, the contract shall automatically renew for an additional one year term unless terminated or otherwise modified in writing by one or both of the parties.

Clinical Medical Assistant - Pharmacy Technician - Medical Office Assistant - Veterinary Assistant –

Billing and Coding Specialist – Notary – Loan Signing Agent

Instructors: Instructors will possess appropriate credentials. The Learning Oasis will be responsible for hiring and employing the instructor for all fee-based programs. The length of the instructor's teaching assignment will be the same as the total number of hours (excluding only the externship) pertaining to lecture plus skills lab plus class preparation time over the duration of program as stated above in the description applicable to the program or programs the Adult School agrees to offer. Compensable Instructor Hours: The Learning Oasis agrees to pay the instructor salary in full.

Classroom: The Adult School will provide a classroom large enough to accommodate the number of students as applicable to the program or programs that Adult School agrees to offer. The Learning Oasis provides all program equipment.

Program scheduling: Due to the preparation & advertising required for setting up a program, a 16-week lead-time from date of signature is preferred before a program can be started.

Authorization of Agency: The Learning Oasis shall be the authorized advertising agent for the Adult School. The Learning Oasis may assist the Adult School in the development and placement of advertising designed to promote program awareness and enrollment. Advertising shall be run in the Adult School's name, with all invoices directed to the Adult School c/o The Learning Oasis 831 Latour Ct., Suite B3, Napa CA 94558, for processing and payment.

Independent Contractor Status: The Learning Oasis employees and agents are independent contractors and are not the agents or employee of the Adult School.

Pricing: Student prices are subject to change; The Learning Oasis will notify the School at least 16 weeks prior to a change in price of any program the School has contracted to offer.

Enrollments: Students must enroll in programs with The Learning Oasis and provide payment to The Learning Oasis in accordance with the payment policies for each program. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed in the enrollment agreement.

Refund Policy: A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a prorated refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. For example, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.

Certificate and Title: Upon the successful completion of a program, each graduate will be awarded a certificate of completion from The Learning Oasis and Adult School.

General Prerequisites: We recommend, and in some cases require that students are at least 18 years of age and have earned a high school diploma or its equivalent. Students may be required to obtain any or all of the following to qualify for clinical training or externship; a physical exam with screening for tuberculosis, immunizations, a background check, drug screening and a resume.

Program Fees: The Learning Oasis will retain tuition and textbook fees to pay program expenses including: advertising, medical equipment, consumable supplies, externship and certificate of completion. The Learning Oasis is solely responsible for fulfilling the program terms and conditions delineated on the enrollment form. The enrollment form is a legally binding contract between The Learning Oasis and the student.

Partner's Insurance: PARTNER (The Learning Oasis) has in force, and during the term of this Agreement shall maintain in force at the indicated limits, the following insurance:

--	Occurrence Based Commercial General Liability Insurance	
	General Aggregate	\$2,000,000
	Per Occurrence	\$1,000,000
--	"Any Auto" Automobile Liability Insurance	
	Combined Single Limit	\$1,000,000
--	Workers' Compensation and Employers' Liability Insurance	
	Statutory Limits	

The PARTNER shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District including.

- 1) The Project must be identified by site name.
- 2) Except for workers' compensation insurance, the Owner (Milpitas Unified School District, 1331 E Calaveras Blvd., Milpitas, CA 95035) their agents, representatives and employees shall be added to the original certificates as additional named insured.
- 3) The policy(ies) shall not be amended or modified and coverage shall not be reduced without THIRTY (30) DAYS written notice to the District prior to cancellation. The policy cancellation clause to read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the named insurance certificate holder. The Consultant's policy(ies) shall be primary, any insurance carried by the District shall only be secondary and supplemental." The Consultant shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Consultant, subcontractor or agent has been obtained and accepted by the District.

Termination: DISTRICT may terminate this Contract at any time by giving the Consultant twenty (20) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payment for services satisfactorily rendered prior to the effective date of said termination, Consultant shall be entitled to no further compensation or payment of any type from the District.

Other compensation: _____

Catalog Deadlines: Please indicate your publishing deadlines for each semester (last date to submit ad copy): dates below or attach sheet to this form.

Fall Winter Spring

Representative: _____ Date _____

Milpitas Adult Education

Representative:  _____ Date 9-16-16

Dana Bernard, President – The Learning Oasis

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Billing and Coding Specialist**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 112 hours of classroom instruction over 16 weeks including quizzes and activities online.
 - **Program materials:** Includes certification examination.
 - **2016 Program Start Dates:** Saturday, October 1, 2016
4. The student fee for this program is \$1299.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.
6. **Class Size:** Class size will be determined by the District and the Partner.

7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District

Date

Authorized Representative – District (print)

Date

Fed. ID # 77-0289955

PARTNER: The Learning Oasis



Authorized Representative – Partner

9-16-16
Date



Authorized Representative – Partner (print)

Federal Tax ID #68-0444480

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Clinical Medical Assistant**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
 - PARTNER will provide students 160 hours of externship.
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 134 hours of classroom instruction over 18 weeks including quizzes and activities online.
 - **Program materials:** Includes uniform, CPR certification, lab supplies and certification examination.
 - **2016 Program Start Dates:** Saturday, October 1, 2016
4. The student fee for this program is \$2399.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.

6. **Class Size:** Class size will be determined by the District and the Partner.
7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District


Date

Authorized Representative – District (print)

Date

Fed. ID # 77-0289955

PARTNER: The Learning Oasis



9-16-16

Date

Dana Bernard

Authorized Representative – Partner (print)

Authorized Representative – Partner

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Loan Signing Agent**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 8 hours of classroom instruction over 1 week.
 - **Program materials:** Materials and certificate fees (\$60) are paid to instructor on the day of class.
 - **2016 Program Start Dates:** Saturday, October 22, 2016
4. The student fee for this program is \$89.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.
6. **Class Size:** Class size will be determined by the District and the Partner.

7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District

Date

Authorized Representative – District (print)

Date


Fed. ID # 77-0289955

PARTNER: The Learning Oasis



9-16-16

Date



Authorized Representative – Partner

Authorized Representative – Partner (print)

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Medical Office Assistant**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
 - PARTNER will provide students 40 hours of externship.
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 80 hours of classroom instruction over 10 weeks including quizzes and activities online.
 - **Program materials:** Includes uniform, lab supplies and certification examination.
 - **2016 Program Start Dates:** Saturday, October 1, 2016
4. The student fee for this program is \$1295.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.

6. **Class Size:** Class size will be determined by the District and the Partner.
7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District

Date

Authorized Representative – District (print)

Date

Fed. ID # 77-0289955

PARTNER: The Learning Oasis







Authorized Representative – Partner

Date

Authorized Representative – Partner (print)

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Become a Notary in One Day**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 8 hours of classroom instruction over 1 week.
 - **Program materials:** Materials and Notary examination fees (\$70) are paid to instructor on the day of class.
 - **2016 Program Start Dates:** Saturday, October 1, 2016
4. The student fee for this program is \$99.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.
6. **Class Size:** Class size will be determined by the District and the Partner.

7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District

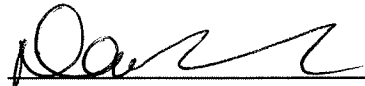
Date

Authorized Representative – District (print)

Date


Fed. ID # 77-0289955

PARTNER: The Learning Oasis



9-16-16

Date



Authorized Representative – Partner (print)

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Pharmacy Technician**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect)
 - PARTNER will provide students 120 hours of externship.
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 182 hours of classroom instruction over 24 weeks including quizzes and activities online.
 - **Program materials:** Includes lab coat, CPR certification, lab supplies and certification examination. Textbook sold separately.
 - **2016 Program Start Date:** Saturday, October 1, 2016.
4. The student fee for this program is \$1999.00
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. For example, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$ 50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed

upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.

6. **Class Size:** Class size will be determined by the District and the Partner.
7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District
Date

Fed. ID #77-0289953

PARTNER: The Learning Oasis



Authorized Representative – Partner

9-16-16
Date

Federal Tax ID #46-0940331

Authorized Representative – District



RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558

MEMORANDUM OF UNDERSTANDING TO OFFER MEDICAL PROGRAMS

Between
Milpitas Adult Education
1331 E. Calaveras Blvd, Bldg 400, Milpitas, CA 95035
and
The Learning Oasis
831 Latour Ct., Suite B3, Napa, CA 94558
Phone: 888-766-1770 Fax: (707) 260-7658

AGREEMENT FOR CONTRACTED SERVICES

This agreement made and entered into this September 16, 2016 by and between Milpitas Adult Education, Milpitas CA, hereinafter referred to as the "DISTRICT" and The Learning Oasis, hereinafter referred to as the "PARTNER."

1. The title of the program is **Veterinary Assistant**. PARTNER shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement except as follows:
 - DISTRICT will offer and market the program in the schedule/catalog and/or other advertising options.
 - PARTNER will collect and process participant registrations and fees for the program through online registration system (Xendirect).
2. PARTNER, its employees, instructors, and agents shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation and further understands that harassment of any student or employee of DISTRICT with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
3. Services to be rendered to the DISTRICT by the PARTNER as specified:
 - **Program instruction:** This program offers 35 hours of classroom instruction over 5 weeks including quizzes and activities online.
 - **Program materials:** Includes lab supplies.
 - **2016 Program Start Dates:** Saturday, October 1, 2016
4. The student fee for this program is \$699.00.
5. **Refund Policy:** The Learning Oasis will defer to the refund policy of the school. The Learning Oasis refund policy is as follows. A full refund, less the non-refundable application fee will be paid if the student cancels this agreement in writing prior to, or on the first day of instruction. Thereafter, the student may withdraw from the class and receive a pro rata refund, less the application fee, book fee and consumable supplies fees, if he/she has notified The Learning Oasis in writing of his or her intent to cancel and has completed less than 60% of the program or less. The period of a student's attendance will be measured from the first day of instruction through the student's last day of actual attendance. **For example**, (the following fees are ONLY an example) if Mary has paid \$500.00, has completed 60 of the 100 hours of instruction and has notified The Learning Oasis in writing of her intent to withdraw, then she would be entitled to a refund of \$120.00 (\$500.00 less the \$100.00 application fee, \$50.00 book fee, \$50.00 consumable supplies fee, and \$180.00 for 60 hours of instruction). No refunds will be granted after the completion of 60% or more of the program. If the program is cancelled in its entirety for any reason, the student is entitled to a full refund of all fees. If a student is dismissed or expelled after completing more than 60% of instruction, The Learning Oasis may charge the student the entire cost of tuition as agreed upon in the enrollment agreement. All notices of cancellation, transfer or request for refund by a student must be submitted in writing and sent by mail or fax to The Learning Oasis for consideration.
6. **Class Size:** Class size will be determined by the District and the Partner.

7. **Compensation:** School has been provided with the budget projections for each program it intends to offer. Revenue share and class minimums are based upon student enrollment. In the case of enrollment falling below the budget projection a decision as to whether or not the program will be held will be made at least seven days in advance, in collaboration with the school and The Learning Oasis. Payment will be made to the school within 30 days of the end date of the program.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this date: September 16, 2016.

DEPARTMENT/DISTRICT: Milpitas Adult Education

Authorized Representative – District

Date

Authorized Representative – District (print)

Date

Fed. ID # 77-0289955

PARTNER: The Learning Oasis

Authorized Representative – Partner

9-16-16
Date

Authorized Representative – Partner (print)

Federal Tax ID #68-0444480

RETURN TO: Attn. Contracts Coordinator, The Learning Oasis, 831 Latour Ct. Suite B3, Napa, CA 94558