

Student Teacher Contract

This contract is entered into by _____ (Student), and Ken Arnold (Instructor). The Instructor will supervise the Student and facilitate learning the required material in this course (Course). This course is offered by the Engineering Department of San Diego State University (University) according to the current rules of the University.

The Instructor and Student enter into the following agreement (the "Agreement"):

1.0 SERVICES.

1.1 Instructor shall lecture, guide, assign work, evaluate, grade and advise student in learning the course material.

1.2 Student will attend lecture and laboratory meetings relating to the Course and will learn the material covered in the Course as directed by Instructor. Student shall complete assignments, and make written and verbal contributions in the form of homework solutions, tests and projects, relating to the course, as required by Instructor. Student work products will be submitted according to paragraph 6.2 below on a timely basis, as defined by Instructor.

2.0 CONSIDERATION AND SCHEDULE.

2.1 Considerations.

(a) Student shall be responsible for tuition and put forth a best effort to learn the material and submit assignments on time. Student shall consult with Instructor and his designees on matters of the Course at the times and by means designated by Instructor.

(b) Instructor shall provide guidance and supervision in mastery of the Course subject matter.

(c) Instructor shall guide Student in learning the topics covered to the Course. Student shall receive a grade commensurate with and conditioned upon Instructor's timely receipt of assignments and documentation in accordance with SDSU rules and common Course practice.

2.2 Schedule.

Student shall deliver all assignments, reports, documents and presentations in accordance with a schedule to be defined by Instructor. Late submissions are generally not accepted, and if they are, they will receive reduced credit, subject to the discretion of Instructor.

2.3 Compensation.

As full and complete compensation for demonstrating mastery of the course topics covered under this Agreement, Instructor shall assign a passing letter grade to the student. The letter grade assigned by the instructor will reflect the degree to which the student has demonstrated knowledge of the subject material.

3.0 NO CONFIDENTIAL, RESTRICTED OR COPYRIGHTED INFORMATION.

(a) Any material Student submits to Instructor will be considered as released into the public domain. Student will not communicate ANY information that is restricted in any way to Instructor or third parties. This applies to any restricted information that may belong to the Student's employer(s), past or present. Such restricted information will not be communicated in written, oral or any other form. The foregoing obligations of the paragraph 3.0(a) for restricted information shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the receiving party, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the receiving party without any obligation of confidentiality applying to it, or (iv) has been or is hereafter obtained by a third party, under conditions permitting its disclosure to others.

(b) In its performance hereunder, each party shall comply with all legal obligations it may now or hereafter have respecting the information or other property rights of any other person, firm or corporation. Each party agrees to adhere to the University's rules of conduct.

4.0 RIGHTS.

Student shall respect the intellectual property rights of others, in accordance with the University's policy on intellectual property, including copyrights. If any external or copyrighted materials are incorporated into a Student's work product, they will be annotated and credited to the source and will be used in accordance with US copyright statutes and University rules. Copies of copyrighted material made by the student will be restricted to the minimum required for Student's performance in this Course.

5.0 TERM AND TERMINATION.

5.1 Period of Agreement. This Agreement shall be effective for the period of January 19 through May 25, 2011. The Semester ("Agreement Period") begins on the date of this agreement, unless terminated by Student or Instructor in accordance with paragraphs 5.2 or 5.3 respectively.

5.2 Student Termination. Student may terminate the Agreement by dropping the course in accordance with the University rules for withdrawal from the course, after providing written notice to the instructor.

5.3 Instructor Termination. Instructor may terminate the Agreement with the student at will, ten (10) days after written notice is delivered to the student and in accordance with the University rules.

5.4 Return of Material. In the event of termination or upon expiration of the Agreement, each party shall return to the other any and all equipment, documents, or materials, and all copies thereof, which are the rightful property of the other party.

5.5 Inappropriate behavior. By signing this contract, Student agrees to read, review and be bound by the University's rules relating to inappropriate behavior. If Student breaks the University's or Instructor's rules relating to cheating, Student may receive a grade of F or be subject to expulsion.

5.6 Official University Statement on Cheating and Plagiarism: Cheating is the actual or attempted practice of fraudulent or deceptive acts for the purpose of improving one's grade or obtaining course credit; such acts also include assisting another student to do so. Typically, such acts occur in relation to examinations. However, it is the intent of this definition that the term 'cheating' not be limited to examination situations only, but that it

include any and all actions by a student that are intended to gain an unearned academic advantage by fraudulent or deceptive means. Plagiarism is a specific form of cheating which consists of the misuse of the published and/or unpublished works of others by misrepresenting the material (i.e., their intellectual property) so used as one's own work. Penalties for cheating and plagiarism range from a 0 or F on a particular assignment, through an F for the course, to expulsion from the University. For more information on the University's policy regarding cheating and plagiarism, refer to the Schedule of Courses ('Legal Notices on Cheating and Plagiarism') or the University Catalog ('Policies and Regulations')."

6.0 Submission of Grades and Assignments.

6.1 Grades. Student shall receive final course grade from Instructor by means of University's standard grade reporting system.

6.2 Completed Assignments shall be submitted to Instructor in class when possible, and when that is not possible, via:

e-mail to: compe270@hte.com

Postal mail to:

Ken Arnold Attn: CompE 270
c/o HTE
14260-12A Garden Road
POWAY, CA 92064

6.3 Assignments shall contain the Student's name, last five (5) digits of the SDSU ID number, e-mail address and at least one valid phone number.

6.4 Assignments shall be submitted weekly or more often, as directed by Instructor.

7.0 NOTICES.

7.1 Delivery. All notices shall be in writing. Notices to Instructor shall be addressed to:

HiTech Enterprises
14260-12A Garden Road
POWAY, CA 92064

Atten: Ken Arnold
e-mail: karnold@sdsu.edu and compe270@hte.com
Fax: (800) 409-9172

7.2 Delivery. All notices shall be in writing. Notices to Student shall be addressed to:

Notice may be delivered by public mail, e-mail, or telefacsimile. The effective date of any notice shall be five (5) days after date of postmark for material mailed by public postal mail; or date of successful transmission for material sent by e-mail or telefacsimile.

7.3 Change of Notice Address. The information given for place for receipt of notice in paragraph 7 may be changed by written notice.

8.0 GENERAL PROVISIONS.

(a) Titles of paragraphs and sections are for convenience and do not materially affect the Agreement.

(b) The terms and conditions of paragraphs 3 and 4 hereof and subparagraphs 5.4 and 5.5 hereof shall survive the termination or expiration of the Agreement.

(c) This Agreement, as a contract, is dependent upon the availability and services of Instructor.

(d) This Agreement shall be governed in all respects by the rules of the University and the laws of the State of California.

(e) In the event either party brings any complaint or other proceedings arising from or related to this Agreement, both parties agree that the matter shall be handled according to the University's procedures.

(f) Because of the nature of this contract, this agreement may not be assigned by either party.

(g) If any provision hereof is held by University administration or a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

(h) This Agreement constitutes the entire present understanding between Student and Instructor in the matter of the Course. The first five students who actually read this agreement and send an e-mail to the instructor referencing this section number will receive twenty points of extra credit.

(i) Signatories to this Agreement herewith represent that they have full authority to enter into this Agreement as Student and Instructor.


(j) Signatories to this Agreement affirm that the final grade in the course is awarded at the sole discretion of the Instructor.

IT WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

Student:

Instructor:

By: _____

By:  _____

Name: _____

Name: Ken Arnold _____

Date: _____

Date: January 19, 2011 _____