

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into January 1, 2005, by and between:

Ms. Elaine Nagel  
1248 Vuelta Olivos  
Fremont, CA 94539  
(510) 657-5014

hereinafter called employee "CONTRACTOR," and the:

OHLONE COMMUNITY COLLEGE DISTRICT  
43600 Mission Boulevard, Fremont, CA 94539-5884  
(510) 659-6200

hereinafter called "DISTRICT."

**WHEREAS**, the CONTRACTOR is specially trained, experienced, and competent to perform the special services pursuant to this Agreement; and

**WHEREAS**, the CONTRACTOR has offered her expertise in managing flea market programs; and

**WHEREAS**, the DISTRICT desires the services of the CONTRACTOR for a limited time for temporary employment as a Community Events Coordinator.

**THEREFORE**, parties agree as follows:

### **TERMS AND CONDITIONS**

1. **FLEA MARKET COORDINATION**

The CONTRACTOR will coordinate her activities with Ms. Marian Castaneda, Director of Purchasing/Contract Administration and Auxiliary Services, in the performance of the terms and conditions of this Agreement. In addition, Contractor will establish a work schedule that is mutually acceptable between the CONTRACTOR and the DISTRICT. The CONTRACTOR will work with the Director in scheduling necessary support staff.

2. **COORDINATOR OF FLEA MARKET EVENTS**

The CONTRACTOR will serve as the Coordinator of Flea Market Events for the period of January 1, 2005, through June 30, 2005. The CONTRACTOR will assume the following responsibilities: work with District Departments such as Buildings and

Grounds, Campus Security, Payroll, and Purchasing to handle logistical aspects of the Flea Market program; interview and recommend for hire other hourly support staff; oversee the Flea Market registration process; handle emergencies, changes, or other complications as they arise; submit event deposits to the Business Office; hold six (6) Flea Market events during the contract period, interface with the community as necessary to promote and schedule events; keep the DISTRICT informed of the program's activities; and other related duties as required. CONTRACTOR will perform all assigned duties in a manner satisfactory to the DISTRICT.

3. PROGRESS AND FINAL REPORTS

The CONTRACTOR will provide written status reports to Ms. Marian Castaneda, indicating monthly operating and financial results of the Flea Market events. The CONTRACTOR will provide recommendations and suggestions on how to ensure the profitability of the events.

4. DISTRICT PROVIDED SUPPORT SERVICES

The DISTRICT will provide support services through various departments such as Financial Services, Buildings and Grounds, Campus Security, Human Resources, Payroll, and Purchasing to handle logistical aspects of the program; provide office space and telephone; photocopying; office and program supplies.

5. TERM

The CONTRACTOR will perform the services for the DISTRICT between January 1, 2005, and June 30, 2005.

6. PAYMENT SCHEDULE

The DISTRICT agrees to pay the CONTRACTOR six (6) equal payments of \$2,238 per month, based on a work schedule of 80 hours per month, beginning January 2005. CONTRACTOR will submit monthly timesheets and will be paid at the end of each month. CONTRACTOR will not earn any employee benefits during the term of this Agreement. Necessary deductions will be withheld from the monthly pay.

7. CONTRACTOR EXPENSES

The CONTRACTOR shall assume all expenses incurred by her in connection with these activities, except mileage. Mileage will be reimbursed at the current employee rate in use while using CONTRACTOR'S personal vehicle for college-related trips for college business.

8. MATERIALS AND SUPPLIES

All materials and supplies for the program will be purchased by the DISTRICT and will become the property of the DISTRICT.

9. ASSIGNMENT

Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.

10. TERMINATION

Either party upon thirty (30) days written notice to the other party may terminate this AGREEMENT. Upon termination, payments already earned for satisfactory service pursuant to the terms of the AGREEMENT shall be prorated over 30 days per month, legally paid and no other sum shall be due or owing.

11. CONTRACTOR STATUS

While performing services hereunder, the CONTRACTOR shall serve as an employee of the DISTRICT and will comply with all DISTRICT rules and regulations pertaining to its employees.

12. LAWS

This AGREEMENT shall be covered by the laws of the State of California.

**WITNESS** the parties hereto the day and year first above written,

CONTRACTOR

DISTRICT

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Ms. Elaine Nagel

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Deanna Walston, Vice President  
Business Services/  
Deputy Superintendent  
Ohlone Community College District

Account No.: 18-0-27-68303-0000-52104